

INVITATION TO BID

**CUSTODIAL SERVICES FOR TOWN FACILITIES
AND PARKS**

ITB No. 2013-01



The Town of Miami Lakes Council:

**Mayor Michael Pizzi
Vice Mayor Ceasar Mestre
Councilmember Manny Cid
Councilmember Timothy Daubert
Councilmember Nelson Hernandez
Councilmember Tony Lama
Councilmember Nelson Rodriguez**

Alex Rey, Town Manager
The Town of Miami Lakes
15150 NW 79th Court
Miami Lakes, Florida 33016

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SECTION 1
NOTICE TO BIDDERS
TOWN OF MIAMI LAKES
CUSTODIAL SERVICES FOR TOWN FACILITIES
AND PARKS
ITB 2013-01

The Town of Miami Lakes (the "Town") will be accepting sealed Bids for Custodial Services (Interior & Exterior), for the Town's Facilities and Parks. Bidders are to submit three (3) Bids, with original signatures, signed in blue ink together with a copy of the Bid on a CD-ROM. **Sealed Bids, including the CD-ROM must be received by the Town of Miami Lakes, Town Clerk at 15150 NW 79th Court, Miami Lakes, Florida by 3:00 P.M. on April 04, 2013.**

This Invitation To Bid is for custodial and related Services with a Performance Based Statement of Work. As a performance based solicitation the requirements are stated in terms of desired results with associated quality standards.

Scope of Work:

The Work consist of furnishing all personnel, labor, materials, machinery, tools, means of transportation, supplies, equipment, services, supervision, and management necessary to provide custodial services and related miscellaneous services meeting the Performance Standards established in the Contract Documents.

The Contractor shall:

- Be responsible to make the management and operational decisions to meet the quality standards required under this contract.
- Use innovation, technology and other means and methods to develop and perform the most efficient cleaning services for the building.
- Implement an effective Service Plan (SA) and Quality Control Plan (QCP).
- Implement an effective service response system, which results in prompt, professional, and courteous resolution of resident and Town concerns.
- Keep Program Manager informed of current status of the Work being performed, provide Work schedules and provide other pertinent information needed by the Program Manager.
- Reduce the environmental impacts of work performed under this contract by using, to the maximum extent, environmentally sound practices, processes, and products.

The Work shall be performed at the following locations:

- Government Center, 6601 Main Street
- Miami Lakes Picnic Park West and Mary Collins Community Center West, 15151 Boy Scout Rd (NW 82nd Ave.)
- Miami Lakes Picnic Park East and Youth Center, 6075 Miami Lakes Drive East
- Town's Pocket Park Locations (As identified in Exhibit A)

- Royal Oaks Park, only the Community Center and concession/restroom facility, 16500 NW 87th Avenue **(Option 1)**
- Miami Lakes Optimist Park, only the Community Center, marina restroom/office, and maintenance area/offices, 6411 N@ 162nd Street **(Option 2)**

The Work shall include providing daily custodial services including interior and exterior cleaning of the Town Facilities and Parks including the exterior areas of the facilities' property locations, as further described in Section 5 of the ITB. In addition, the Work shall include facility set-up and breakdown for ongoing programs at the Park facilities according to Town provided diagrams for scheduled activities and special events. The Work does not include grounds maintenance.

As detailed in the Scope of Work some of the Town facilities will be opening over the next year, with the following anticipated timelines:

- Government Center – April 2013
- Miami Lakes Picnic Park East and Youth Center – May/June 2013
- Mary Collins Community Center Park West – June 2013
- Miami Lakes Optimist Park – Early 2014
- Royal Oaks Park, Community Center (Option 1) – August 2013
- Miami Lakes Optimist Park (Option 2) - June 2013
- Pocket Parks - Immediate

Minimum Qualification Requirements:

Bidder must possess a minimum of five (5) years' experience and have successfully completed, or working under multi-year contract, at least three (3) contracts of a similar size, scope, and complexity during the past five (5) years. The Bidder must self-perform all of the Work under the Contract.

The Town will consider a Bid as responsive where a Bidder has less than the stipulated minimum number of years of experience in instances where the Bidder has undergone a name change and such change of name has been filed with the State of Florida. This is the sole exception to the experience requirement.

The Bidder's Supervisor(s) must have a minimum of three (3) years' experience in managing custodial services of a similar size, scope, and complexity and must be fully conversant in English. A copy of the Supervisor's resume, reflecting the required experience, must be submitted with the ITB.

A Non-Mandatory Pre-Bid Conference will be held on March 22, 2013 at 2:00 pm in the Town Hall Conference Room, which is located at 15150 NW 79th Court, Miami Lakes, FL 33016.

Bid Documents may be obtained by visiting the Town's website at www.miamilakes-fl.gov and selecting "Contractual Opportunities". Any further inquiries regarding the ITB may be directed exclusively via e-mail to Roxana Tejeda, at procurement@miamilakes-fl.gov. **It is the sole responsibility of all firms to ensure the receipt of any addendum and it is recommended that firms periodically check the Town's Procurement webpage for updates and the possible issuance of addenda.**

All Bids shall be submitted in accordance with the Instructions to Bidders. **Any Bids received after the specified time and date will not be considered.** The responsibility for submitting a Bid before the stated time and date is solely and strictly the responsibility of the Bidder.

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this purchase.

SECTION 2

INSTRUCTIONS TO BIDDERS

2.1 DEFINITION OF TERMS

Approval or **Acceptance** mean the Town has reviewed submittals, deliverables, or administrative documents (e.g., the various required Plans, insurance certificates, MSDS Sheets, etc.) and has determined the documents conform to the Contract requirements. The Town's approval shall not relieve the Contractor of responsibility for compliance with Federal, State, and local laws, rules, regulations, and the Contract requirements.

Bid means the Submittal tendered by a Bidder in response to this solicitation, which includes the price, authorized signature and all other information or documentation required by the Invitation to Bid ("ITB") at the time of submittal.

Bid Form means the form that contains the goods or services to be purchased and that must be completed and submitted with the Bid.

Bidder means any person, firm incorporated or unincorporated business entity, acting directly or through an authorized representative, tendering a Submittal in response to this solicitation.

Change Order means a written document ordering a change in the Contract price or Contract time or a material change in the Work. A Change Order must comply with the Contract Documents.

Contract means the ITB and the Bid documents that have been executed by the Bidder and the Town subsequent to approval of award by the Town.

Contract Documents means the Contract as may be amended from time to time, any and all the ITB, addendum, clarifications, directives, change orders, payments and other such documents issued under or relating to the Contract.

Contractor means the person, firm, or corporation with whom the Town has contracted and who will be responsible for the acceptable performance of any Work and for the payment of all legal debts pertaining to the Work under the Contract.

Cure means the action taken by the Contractor promptly, after receipt of written notice from the Town of a breach of the Contract Documents, which shall be performed at no cost to the Town, to repair, replace, correct, or remedy all material, equipment, or other elements of the Work or the Contract Documents affected by such breach, or to otherwise make good and eliminate such breach.

Cure Period means the period of time in which the Contractor is required to remedy deficiencies in the Work or compliance with the Contract Documents after receipt of a written **Notice to Cure** from the Town identifying the deficiencies and the time to Cure.

Customer Complaints or Comments means provide comments or complaints received by the Town from Town residents of businesses pertaining to Services provided by the Contractor.

Days mean calendar days unless otherwise specifically stated in the Contract Documents.

Defect or Defective Service means a Service provided by the Contractor that does not meet the Performance Standards associated with the Task as established in the Contract Documents.

Emergency Service means service that requires action within a short period of time to mitigate a hazardous or safety related situation.

Environmentally Preferable means products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, products and chemicals, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.

Facility(ies) means a man-made structure where Work is to be performed or Services provided within or on the exterior of the formation and is intended to support or shelter any use or continuous occupancy.

Green Cleaning means a planned and organized approach to cleaning that uses products and processes that go beyond simple appearance and focuses on reducing impacts on human health and the environment.

Inspector means an authorized representative of the Town assigned to make necessary inspections of materials and Work performed by the Contractor.

Materials mean goods or equipment used or consumed in the performance of the Work.

Notification of Adjustment means a form prepared by Town and delivered to Contractor detailing pending payment adjustments.

Notification of Compliance means a form prepared by Town and delivered to Contractor approving Work corrections requested by Town and completed by Contractor.

Notification of Non-Compliance means a form prepared by Town and delivered to Contractor detailing Work corrections requested by Town to be completed by Contractor.

Parks mean Miami Lakes Picnic Park West and Community Center, Miami Lakes Picnic Park East and Youth Center, Miami Lakes Optimist Park (option), Royal Oaks Park (option), the Town's Pocket Parks, and all of their picnic shelters, playgrounds, and facilities.

Performance Based Service Contracting means a procurement strategy that seeks to issue technical requirements that set forth outcomes for performance instead of specific requirements on how to perform the service. This strategy shifts the risk of performance to the Contractor by allowing the Contractor to design the methods of achieving desired results as defined by the performance quality standards established by the Town.

Performance Standards means the desired results established for each Type of Work such as park mowing, roadside curb/sidewalk edging, etc. necessary to be deemed Satisfactory.

Product Preference means products that are identified as "environmentally preferable", and bio-based which are to be selected over those which do not carry such designations. The following factors to consider when selecting products include: environmental performance, cost performance, bio-based, recycled content, biodegradability, technical performance, and availability.

Program Manager means the individual assigned by the Town Manager to manage the Contract.

Quality Assurance or "QA" means those actions taken by the Town to assure services meet the Satisfactory Performance Standards established by the Contract Documents.

Quality Assurance Surveillance Plan or "QASP" means an organized written, "living", document outlining the Town's methodology for monitoring Contractor performance.

Quality Control (QC) – Those actions taken by the Contractor to ensure the Contractor's performance meets the Performance Standards.

Quality Control Program (QCP) means a system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable. Preparation of this document is the responsibility of the Contractor.

Request For Information (RFI) means a request from the Contractor seeking an interpretation or clarification relative to the Contract Documents. The RFI, which shall be clearly marked RFI, shall clearly and concisely set forth the issue(s) or item(s) requiring clarification or interpretation and why the response is required. The RFI must set forth the Contractor's interpretation or understanding of the document(s) in question, along with the reason for such understanding.

Re-Work means corrective Work performed by the Contractor, at no cost to the Town to meet the Performance Standards

Satisfactory means Work performed by the Contractor that has been determined through Town inspection that meets the Performance Standards.

Service Calls means nonrecurring requests for rearranging of furniture in a Facility, special event support, spills, replenishing supplies, etc. Service calls are considered Standard Service requirements.

Standard Services means all Services that are included in the monthly price or as defined in the Contract Documents.

Subcontractor means a person, firm or corporation having a direct contract with Contractor, including one who furnishes material worked to a special design according to the Contract Documents, but does not include one who merely furnishes materials not so worked.

Submittal means the documents submitted by the Bidder in response to this ITB.

Town means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.

Town Manager means the duly appointed chief administrative officer of the Town of Miami Lakes or his designee.

Unsatisfactory Work means Work performed by the Contractor that has been determined through Town inspection that does not meet the Performance Standards.

Work or Service as used herein refers to all reasonably necessary and inferable services required by the Contract Documents including all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill its obligations, under the Contract Documents.

Work Order means a document issued by the Town awarding Additional Services to a Contractor.

Work Order Proposal means a document prepared by the Contractor, at the request of the Town for Work to be performed under Additional Services.

2.2 ACRONYMS

The following are acronyms used in the ITB:

- AEP – Annual Execution Plan
- CS – Cleaning Schedule
- CPG – Comprehensive Procurement Guidelines
- GCP or GP – Green Cleaning Plan
- EPA – Environmental Protection Agency
- ERP – Emergency Response Plan
- ITB – Invitation To Bid
- QCP – Quality Control Plan
- OSHA - Occupational Safety and Health Administration
- PWS – Performance Work Statement
- QASP - Quality Assurance Surveillance Plan
- QC - Quality Control
- QCP – Quality Control Plan
- WP – Work Plan

2.3 APPENDICIES

The following is a list of the appendices that are included in the ITB:

- **Appendix A** – Deliverables
- **Appendix B** – Quality Assurance Surveillance Plan (QASP)

2.4 GENERAL REQUIREMENTS

The ITB and any addendum that may be issued constitute the complete set of specification requirements and Bid Forms. The Bid Form page(s), and all forms contained in the ITB shall be completed, signed, and submitted in accordance with the requirements of Section 1. All Bids must be typewritten or filled in with pen and ink, and must be signed in blue ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the Bid. Bidder shall not be allowed to modify its Bid after the opening date and time.

2.5 PREPARATION OF BID

The Bid Form contains multiple line items and the Bidder must provide prices for all line items and must provide the price for the total Bid amount. Failure to include pricing on all line items as well as the total Bid amount shall result in the Bid being found non-responsive.

Bidder must use the blank Town forms provided herein. The Bid must be signed and acknowledged by the Bidder in accordance with the directions on the ITB. Failure to utilize the Town's forms, or fully complete the required forms may result in a determination that the Bid is non-responsive.

A Bid will be considered non-responsive if it is conditioned on modifications, changes, or revisions to the terms and conditions of the ITB.

The Bid is to include the furnishing of all labor, materials, equipment, all overhead/indirect expenses and profit, necessary for the completion of the Work, except as may be otherwise expressly provided in the Contract Documents.

Joint venture firms shall not be considered for award under this ITB.

2.6 BID PREPARATION AND RELATED COSTS

All cost involved with the preparation and submission of a Bid to the Town or any work performed in connection therewith, shall be the sole responsibility of the Bidder(s). No payment shall be made for any Bid received, or for any other effort required of or made by the Bidder prior to commencement of Work as defined by a contract duly approved by the Town Council or Town Manager, as applicable. The Town shall bear no responsibility for any cost associated with any judicial proceedings resulting from the ITB process.

2.7 PRE-BID CONFERENCE

A *Non-Mandatory* pre-Bid conference will be held on March 22, 2013 at 2:00 P.M. The conference will be held at Town Hall Conference Room, located at 15150 NW 79th Court Miami Lakes, FL 33016. Prospective Bidders should attend this meeting to obtain information relative to the ITB. Attendees are requested to sign-in and provide the requested information at the time of sign-in. Failure to attend or sign-in will not result in a Bidder's Response being rejected as non-responsive.

2.8 QUALIFICATIONS OF BIDDER

Bidder must meet the minimum qualification requirements stated in Section 1 and must be capable of performing the Work under the Contract. Bidders shall submit a completed Qualification Statement utilizing the attached form.

2.9 PERFORMANCE OF THE WORK

Bidder must be capable of self- performing all of the Work under this Contract. By submitting a Bid the Bidder certifies that it will meet these requirements. As part of the Bid, the Bidder is to include the form entitled "Questionnaire". Failure to complete and submit this form or to meet this requirement shall result in the Bid being deemed non-responsive. If the Contractor is deemed to not meet this requirement during the performance of the Work, the Contractor shall be in default of the Contract Documents.

2.10 EXAMINATION OF CONTRACT DOCUMENTS AND THE PARK SITES

It is the responsibility of each Bidder, before submitting a Bid in response to this ITB to:

- Carefully review the ITB, including any Addendum and notify the Town of any conflicts, errors or discrepancies.
- Visit the Parks to become familiar with conditions that may affect costs, progress, or performance of the Work.
- Take into account federal, state and local, including, without limitation, the Town's Code, and Miami-Dade County and the State of Florida's statutes laws, rules, regulations, and ordinances that may affect a Bidder's ability to perform the Work.
- Study and carefully correlate Contractor's observations with the requirements of the ITB.

The submission of a Bid in response to this solicitation shall constitute an incontrovertible representation by Bidder that it will comply with the requirements of the Contract Documents and that without exception, the Bid is premised upon performing and furnishing the Work required under the Contract Documents and that the Contract Documents are sufficient in

detail to indicate and convey understanding of all terms and conditions for performance of the Work.

2.11 INTERPRETATIONS AND CLARIFICATIONS

All questions about the meaning or intent of the ITB shall be in writing and **submitted by e-mail** to procurement@miamilakes-fl.gov. Interpretation or clarifications considered necessary by the Town in response to such questions will be issued by means of addenda. All addenda will be posted on the Town's website, www.miamilakes-fl.gov. **It is the sole responsibility of the Bidder to obtain all addenda** by visiting the Town's website. Written questions must be received no less than ten (10) days prior to bid opening. Only questions answered by written addenda shall be binding. Oral and other interpretation or clarifications shall be without legal effect.

2.12 POSTPONEMENT OF BID OPENING DATE

The Town reserves the right to postpone the date for receipt and opening of Bids and will make a reasonable effort to give at least five (5) calendar days' notice prior to the Bid opening date, of any such postponement to prospective Bidders. Any such postponement will be announced through the issuance of an addendum posted to the Town's website.

2.13 ACCEPTANCE OR REJECTION OF BIDS

The Town reserves the right to reject any and all Bids or portions of any Bid, with or without cause, to waive technical errors and informalities, or to cancel or re-issue this solicitation. The Town also reserves the right to reject the Bid of any Bidder who has failed to previously perform under a contract or who is in arrears to the Town.

Reasonable efforts will be made to either award the Contract or reject all Bids within ninety (90) calendar days after the Bid opening date. A Bidder may not withdraw its Bid unilaterally before the expiration of one hundred twenty (120) days from the date of bid opening. A Bidder may withdraw its Bid after the expiration of one hundred twenty (120) calendar days from the date of Bid opening by delivering written notice of withdrawal to the Town's Procurement Manager prior to award of the Contract. Once the Town makes the award, the Bid cannot be withdrawn under this Article.

2.14 WITHDRAWAL OF BID

A Bidder may withdraw its Bid at any date and time prior to the date and time the Bids are scheduled to be opened.

2.15 OPENING OF BIDS

Bids will be publicly opened at the appointed time and place stated in the ITB. Late Bids will not be opened. Town staff is not responsible for the premature opening of a Bid if the Bid is not properly sealed, addressed and labeled. Bidders or their authorized agents are invited to be present at the Bid opening. Subsequent to the Bid opening information on the Bid Submittals will be made available in accordance with Florida Statute 119.071, Paragraph (b) of subsection (1), item 2, as amended. Review of the Bid Submittals by Town staff will determine the lowest responsive and responsible Bidder.

2.16 AWARD OF CONTRACT

The Town anticipates awarding one Contract as a result of this solicitation. However, the Town, in its sole discretion may award contract on a location by location basis. The Town may require demonstration of competency and, at its sole discretion, conduct site visit(s) and inspections of the Bidder's place of business, require the Bidder to furnish documentation and/or require the Bidder to attend a meeting to determine the Bidder's qualifications and ability to meet the terms and conditions of this Contract. The Town shall consider, but not be limited to, such factors as financial capability, labor force, equipment, experience, knowledge of the trade work to be performed, the quantity of Work being performed by the Contractor and past performance on Town and other contracts. In no case will the Award be made until all necessary investigations have been made into the responsibility of the Bidder and the Town Manager is satisfied that the Bidders are qualified to perform the Work.

Any Bidder who, at the time of submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Bidder under federal bankruptcy law or any state insolvency, the Bid may be declared non-responsive. Any Bidder who has filed a lawsuit against the Town or where the Town has filed a lawsuit or won a court judgment against a Bidder, such Bidder may be declared non-responsive.

The Town shall post the Town Manager's award recommendation on the Town's website at http://www.miamilakes-fl.gov/c-our_govt/admin-procurement.php.

If the Town accepts a Bid, the Town will notify the Bidder(s) that it is the apparent awardee and that award is conditioned upon executing the Contract, and submission and approval of the required insurance certificates. The Town will provide a written notice of award upon the Bidder meeting these requirements.

If the successful Bidder(s) forfeits the Award by failing to meet the conditions as stated above, the Town may, at the Town's sole option, award the Contract to the next lowest Responsive and Responsible Bidder or reject all Bids or re-issue the ITB.

2.17 COLLUSION

Where two (2) or more related parties, as defined in this Article, each submit a response to an ITB; such submissions shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submission under such ITB. Related parties shall mean employees, officers or the principals thereof which have a direct or indirect ownership interest in another firm or in which a parent company or the principals thereof of one Bidder have a direct or indirect ownership interest in another Bidder for the same contract(s). ITB responses found to be collusive shall be rejected.

2.18 BID PROTEST

The Town's Bid Protest procedures are applicable to this solicitation. Any such protest must be submitted in accordance with the Town's Procurement Ordinance, which is available for review on the Town's website at http://www.miamilakes-fl.gov/c-our_govt/admin-procurement.php.

2.19 LOCAL PREFERENCE

The Town's Local Preference procedures are applicable to this solicitation. Any such request for preference must be submitted in accordance with the Town's Procurement Ordinance, which is available for review on the Town's Website At http://www.miamilakes-fl.gov/c-our_govt/admin-procurement.php.

2.20 BIDDER IN ARREARS OR DEFAULT

Bidder represents and warrants that the Bidder is not in arrears to the Town and is not a defaulter as a surety or otherwise upon any obligation to the Town. Bidder further warrants that the Bidder has not been declared "not responsible" or "disqualified" by or debarred from doing business with any state or local government entity in the State of Florida, the Federal Government or any other State/local governmental entity in the United States of America, nor is there any proceeding pending pertaining to the Bidder's responsibility or qualification to receive public agreements. The Bidder considers this warrant as stated in this Article to be a continual obligation and shall inform the Town of any change during the term of the Contract.

2.21 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Town, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the Town, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the Town in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor shall result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

SECTION 3
GENERAL TERMS AND CONDITIONS

3.1 INTENTION OF THE TOWN

It is the intent of the Town to describe in the ITB the Work to be completed in accordance with all codes and regulations governing all the Work to be performed under this Contract. Any work, labor, materials and/or equipment that may reasonably be inferred from the Contract as being required to produce the intended results shall be supplied by Contractor whether or not specifically called for in the Contract Documents. Where words, which have well-known technical or trade or industry meanings are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. The Town shall have no duties other than those duties and obligations expressly set forth within the Contract Documents.

3.2 TIME IS OF THE ESSENCE

Contractor will promptly perform its duties under the Contract and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with the Contract Documents.

3.3 NOTICES

Whenever either party desires to give written notice to the other relating to the Contract, such must be addressed to the party for whom it is intended at the place specified below; and the place for giving the notice shall remain until it shall have been changed by written notice in compliance with the provisions of this Article. Notice shall be deemed given on the date received or within 3 days of mailing, if mailed through the United States Postal Service. Notice shall be deemed given on the date sent via e-mail or facsimile. Notice shall be deemed given via courier/delivery service upon the initial delivery date by the courier/delivery service. For the present, the parties designate the following as the respective places for giving of notice:

For Town:

Mr. Alex Rey
Town Manager
Town of Miami Lakes
15150 NW 79th Court
Miami Lakes, Florida 33016

Mr. Gary Fabrikant
Procurement Manager
Town of Miami Lakes
15150 NW 79th Court
Miami Lakes, Florida 33016

For Contractor:

(To Be Determined)

During the Work the Contractor shall maintain continuing communications with designated Town representative(s). The Contractor shall keep the Town fully informed as to the progress of the Work under the Contract.

3.4 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into the Contract Documents by reference and a term, statement, requirement, the specifications or any plans, or provision of the Contract Documents the following order of precedence shall apply:

In the event of conflicts in the Contract Documents the priorities stated below shall govern;

- Revisions and Change Orders to the Contract shall govern over the Contract
- The Contract Documents shall govern over the Contract
- The Special Conditions shall govern over the General Conditions of the Contract
- Addendum to an ITB shall govern over a ITB

3.5 INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Town, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of the Work under this Contract, caused by negligence, recklessness, intentional misconduct, or any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents and instrumentalities as herein provided.

The Contractor agrees and recognizes that the Town shall not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the Town participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the Town in no way assumes or shares any responsibility or liability of the Contractor or Sub-Contractor, under this Contract. The Contractor shall defend the Town or provide for such defense at its own expense, at the Town's option.

This indemnification obligation shall survive the expiration or termination of this Contract.

The Town has provided specific consideration for the indemnification of \$10.00 from the sums due to the Contractor under this Contract.

3.6 INSURANCE

Without limiting any of the other obligations or liabilities of Contractor, the Contractor shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in the State of Florida, be rated "B" as to management and "Class V" as to strength or better as rated by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, The insurance

carrier shall have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include a minimum of:

- a. Worker's Compensation and Employer's Liability Insurance:** For all employees of the Contractor as required by Florida Statute 440
- b. Employer's Liability:** Limit for each bodily injury by an accident shall be \$500,000 policy limit for each accident, per employee, including bodily injury caused by disease.
- c. Comprehensive Business Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$300,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.
- d. Commercial General Liability ("CGL").** This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$300,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office.
 - CGL Required Endorsements
 - Employees included as insured
 - Contingent Liability/Independent Contractors Coverage
 - Contractual Liability
 - Waiver of Subrogation

Town is to be expressly included as an **Additional Insured** pursuant to endorsement number CG 2010 11/85 or its equivalence.

- e. Certificate of Insurance:** Contractor shall provide the Town Manager or designee with Certificates of Insurance for all required policies within fifteen (15) days of

notification of a conditional award by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall specifically cite this Contract and shall state that such insurance is as required by this Contract. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled, restricted, or a material change is made. Acceptance of the Certificate(s) is subject to approval of the Town Manager or designee.

- f. Additional Insured** - The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Contract. The Town shall be named as additional insured under the CGL, business automobile insurance and umbrella policies. Town shall be named as an additional insured under Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to Contractor's insurance. Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor shall be responsible for the payment of any deductible or self-insured retention in the event of any claim.

Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this section or any other section of the Contract.

Issuance of a purchase order is contingent upon receipt of the insurance documents within fifteen (15) days of notification. Failure to comply may result in the rescission of the award.

The Contractor is responsible for assuring that the insurance required certificates remain in full force for the duration of the Contract. Failure to maintain such insurance certificates may result in delays in issuing payment to the Contractor, issuance of a stop work order by the Town, or termination of the Contract for default .

3.7 GENERAL REQUIREMENTS

The employee(s) of the Contractor shall be considered to be at all times its employee(s), and not employee(s) or agent(s) of the Town or any of its departments.

The Contractor agrees that the Contractor will at all times employ, maintain and assign to the performance of the Contract a sufficient number of competent and qualified professionals and other personnel to meet the requirements of the Work to be performed.

The Contractor agrees to adjust staffing levels or to replace any staff personnel if so requested by the Town Manager or designee, should the Town Manager or designee make

a determination that said staffing is unacceptable or that any individual is not performing in a manner consistent with the requirements for such a position.

The Contractor represents that its staff personnel have the proper skills, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses necessary to perform the Work, in a competent and professional manner.

The Contractor shall at all times cooperate with the Town and coordinate its respective Work efforts to most effectively and efficiently performance of the Work.

3.8 RULES AND REGULATIONS

The Contractor shall comply with all laws and regulations applicable to provision of the Services specified in the Contract Documents. The Contractor shall be familiar with all federal, state and local laws, rules, regulations, codes, and ordinances that affect the Work.

3.9 SITE INVESTIGATION AND REPRESENTATION

The Contractor acknowledges that it has satisfied itself as to the nature and location(s) of the Work under the Contract Documents including the general and local conditions, particularly those which can in any way affect the Work or the cost thereof under the Contract Documents.

3.10 METHOD OF PERFORMING THE WORK

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of the Contract Documents shall be made upon that basis.

Contractor shall inspect all equipment and materials immediately prior to use and shall not use any equipment that will result in damage or result in Work that will not meet the Performance Standards.

Contractor shall comply with the manufacturer's applicable instructions and recommendations for the performance of the Work, to the extent that these instructions and recommendations are more explicit or more stringent than requirements indicated in the Contract Documents.

The Work to be performed shall be done in such a manner so as not to interfere with the normal Town operations. The manner in which the Work is performed shall be subject to the approval of the Program Manager, whom if necessary, shall have the authority to require changes in the manner in which the Work is performed. There shall be no obstruction of Town services without the prior written approval of the Program Manager. All requests for such interruption or obstruction must be given in writing to the Program Manager 24 hours in advance of the interruption of Town operations.

The Contractor shall familiarize itself with normal Town operations where the Work is to be performed so that it can conduct the Work in the best possible manner to the complete satisfaction of the Program Manager.

3.11 COORDINATION OF THE WORK

Operations and events/programs will be ongoing at the Facilities and Parks. The Contractor shall be responsible for coordinating the Work with the Program Manager and on-site Town personnel designated by the Program Manager, to minimize any potential adverse impacts. The Contractor shall notify the Program Manager in writing of any Work that will impact ongoing operations or scheduled events/programs. Such notification shall be provided to the Program Manager at least 48 hours in advance of the Contractor performing any such Work.

3.12 PROPERTY PROTECTION

Contractor shall take reasonable precautions to avoid damage to Town and non-Town property of any type. Should Contractor damage such property the Contractor shall repair or replace the damage property at no expense to the Town or non-Town owner as the Project Manager directs. If the Contractor fails or refuses such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from any outstanding payments due the Contractor.

3.13 SAFETY PRECAUTIONS

Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to property, persons, or employees, including all personal protective equipment.

The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. Any fines levied by the above mentioned authorities for failure to comply shall be the sole responsibility of the Contractor.

The Contractor shall comply with the OSHA "Federal Right to Know" Regulation regarding informing employees of toxic substances in the workplace, providing training, and emergency procedures.

Contractor must adhere to applicable environmental protection guidelines for the duration of the Work. The Contractor shall comply with all codes, ordinances, rules, orders and other legal requirements of public authorities (including OSHA, NIOSH, EPA, DERM, NFPA the Town, Miami-Dade County, State of Florida), which bear on the performance of the Work

The Contractor shall provide such equipment and facilities as are necessary or required, in the case of accidents, for first aid service to person who may be injured during the

performance of the Work. Contractor shall immediately report to the Program Manager every accident to persons and shall furnish in writing full information, including witness statements, regarding any and all accidents.

3.14 LABOR AND MATERIALS

Unless otherwise provided herein, Contractor shall provide and pay for all materials, labor, tools, equipment, and other facilities and services necessary for the proper execution and completion of the Work.

3.15 SUBCONTRACTORS

Contractor shall not subcontract any of the Work to be performed under this Contract

3.16 AUTHORITY OF THE PROGRAM MANAGER

The Town Manager hereby authorizes the Program Manager to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to or on account of the Work, and questions as to the interpretation of the Work to be performed under the Contract Documents.

The Contractor shall be bound by all determinations or orders of the Program Manager and shall promptly respond to requests of the Program Manager, including the withdrawal or modification of any previous order, and regardless of whether the Contractor agrees with the Program Manager's determination or requests. Where requests are made orally, the Program Manager will follow up in writing, as soon thereafter as is practicable.

The Program Manager shall have authority to act on behalf of the Town to the extent provided by the Contract, unless otherwise modified in writing by the Town. All instructions to the Contractor shall be issued in writing. All instructions to the Contractor shall be issued through the Town Manager or Program Manager.

The Program Manager will not be responsible for means, methods, techniques, sequences or procedures, or for safety precautions in connection with the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

All interpretations and recommendations of the Program Manager shall be consistent with the intent of the Contract Documents.

The Program Manager shall inspect the work and has the authority to reject Work that does not conform to the Contract Documents.

The Program Manager's authority to act under this paragraph, nor any decision made in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Program Manager to the Contractor, any supplier or any of their agents, employees, or any other person performing any of the Work.

The Program Manager will not be responsible for the acts or omissions of the Contractor, or any of their agents or employees, or any other persons performing any of the Work.

3.17 TAXES

Contractor shall pay all applicable sales, consumer, use and other taxes required by law. Contractor is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

3.18 REMOVAL OF UNSATISFACTORY PERSONNEL

Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ under the Contract any unfit person or anyone not skilled in the Work to which they are assigned.

The Town may make written request to the Contractor for the prompt removal and replacement of any personnel employed by the Contractor. The Contractor shall respond to the Town within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Town shall make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

The Town may request that a Contractor's employee be removed for accepting gratuities or scavenging.

3.19 CHANGE ORDERS/ADDITIONAL WORK

Without invalidating the Contract Documents and without notice to any Surety (if any), the Town reserves and shall have the right, from time to time, to make such increases, decreases or other changes in the character or quantity of the Work under the Contract Documents as may be considered necessary or desirable to complete the Work in a manner satisfactory to the Town. The Town reserves the right to order changes which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract and which are within the general scope of the Contract Documents and all such changes shall be authorized only by a Change Order approved in advance, and issued in accordance with provisions of the Town.

Any changes to the Contract must be contained in a written document, executed by the both parties. However, under circumstances determined necessary by Town, Change Orders may be issued unilaterally by Town.

Although this solicitation and resultant Contract identifies specific Facilities and Parks to be serviced, it is hereby agreed and understood that any additional Town parks or facilities may be added to this Contract at the sole option of the Town. If the quote(s) for the additional facilities are determined to be fair and reasonable, then the additional work or site will be added to the Contract through a written change order. The additional site(s) shall be added to this Contract by formal modification of the award sheet

The Town may obtain price quotes for the additional Facilities from other contractors in the event that fair and reasonable pricing is not obtained from the Contractor, or for other reasons at the Town's discretion.

The Town may also delete specific Facilities or Parks to be serviced upon fourteen (14) written notice to the Contractor where the Town determines that such Services are no longer required.

Failure by the Contractor to proceed with Change Order Work when so directed by the Town Manager or designee may result in the Contractor being found in default of the Contract.

3.20 FORCE MAJUERE

Should any failure to perform on the part of Contractor be due to a condition of force majeure as that term is interpreted under Florida law, then, the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

If the Contractor is delayed in performing any obligation under the Contract Documents due to a force majeure condition, the Contractor shall request a time extension from the Town within two (2) working days of said force majeure occurrence. Any time extension shall be subject to mutual agreement and shall not be cause for any claim by the Contractor for extra compensation unless additional services are required. Do Not Include any acts or omissions of suppliers.

3.21 EXTENSION OF TIME

Any reference in this Article to the Contractor shall be deemed to include suppliers, whether or not in privity of contract with the Contractor for the purpose of this Article.

If the Contractor is delayed at any time during the performance of the Work due to the sole and direct neglect or failure of the Town or by a Force Majeure, then the time set forth in the Contract may be extended by the Town subject to the following conditions:

- The cause of the delay could not have been anticipated by the Contractor by reasonable investigation before performing with the Work;
- The Contractor demonstrates that the completion of the Work will be actually and necessarily delayed;
- The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay.

Note: A delay meeting all the conditions of the above, shall be deemed an Excusable Delay.

The Town reserves Program Manager the right to rescind or shorten any extension previously granted if subsequently, the determines that any information provided by the Contractor in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known, would have resulted in a denial of the request for an Excusable Delay. Notwithstanding the above, the Program Manager will not

rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

The request for an Excusable Delay shall be made within three (3) calendar days after the time when the Contractor knows or should have known of any cause for which it may claim an extension of time and shall provide any actual or potential basis for an extension of time, identifying such causes and describing, as fully as practicable at that time, the nature and expected duration of the delay and its effect on the completion of that part of the Work identified in the request. The Program Manager may require the Contractor to furnish such additional information or documentation, as the Program Manager shall reasonably deem necessary or helpful in considering the requested extension.

The Contractor shall not be entitled to an extension of time unless the Contractor affirmatively demonstrates that it is entitled to such extension.

The Program Manager shall endeavor to review and respond to the Contractor's request for Excusable Delays in a reasonable period of time; however, the Contractor shall be obligated to continue to perform the Work required regardless of whether the Program Manager has issued a decision or whether the Contractor agrees or disagrees with that decision.

With regard to an injunction, strike or interference of public origin which may delay the Work, the Contractor shall promptly give the Program Manager a copy of the injunction or other orders and copies of the papers upon which the same shall have been granted. The Town shall be afforded the right to intervene and become a party to any suit or proceeding in which any such injunction shall be obtained and move to dissolve the same or otherwise, as the Town may deem proper.

The permitting of the Contractor to proceed with the Work subsequent to the date specified in the Work Plan, as required under Section 4.10, (as such date may have been extended by a change order), the making of any payment to the Contractor, the issuance of any Change Order, shall not waive the Town's rights under the Contract, including but not limited to the assessment of liquidated damages or declaring Contractor in default.

3.22 EXCUSABLE DELAY, NON-COMPENSABLE

Excusable Delay is (i) caused by circumstances beyond the control of Contractor, its subcontractors, suppliers and vendors, and is also caused by circumstances beyond the control of the Town, or (ii) is caused jointly or concurrently by Contractor or its subcontractors, suppliers or vendors and by the Town. Then Contractor shall be entitled only to an extension of time to complete the schedule Work and no compensation for the delay.

Failure of Contractor to comply with the requirements of the Contract, as to any particular event of delay shall be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

3.23 CLAIMS

Any claim shall be made by written notice by Contractor to the Town representatives identified in Article 3.3 within ten (10) business days of the commencement of the event giving rise to the claim and stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation shall be provided unless the Town Manager or designee allows an additional period of time to ascertain more accurate data in support of the claim. The written notice must be accompanied by Contractor's written notarized statement that the adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes shall be determined in accordance with the Contract. It is expressly and specifically agreed that any and all claims for changes to the Contract shall be waived if not submitted in strict accordance with the requirements of this Article.

The time to perform portions of the Work may be extended in an amount equal to time lost due to delays beyond the control of and through no fault or negligence of Contractor if a claim is made as provided in this Article. Such delays shall include, but not be limited to, acts or neglect by any separate contractor employed by own, fires, floods, labor disputes beyond the control of the Contractor, epidemics, abnormal weather conditions (if applicable), or acts of God.

The Contractor shall not be entitled to an increase in the Contract price or payment or compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for actual delays due solely to fraud, bad faith or active interference on the part of Town. Contractor shall be entitled only to extensions of the time for completion of specific portions of the Work, as the sole and exclusive remedy for such resulting excusable delay.

The Contractor agrees to make no claim for damages for delay of any kind in the performance of the Contract Documents whether occasioned by any act or omission of the Town or any of its representatives and the Contractor agrees that any such claim shall be compensated solely by an extension of time to complete performance of the Work due to an excusable delay as defined in this Article. The Contractor alone specifically assumes the risk of such delays, including without limitation: delays in processing or approving any submittals to the Town, or the failure to render determinations, approvals, replies, inspections, in a timely manner. Contractor shall not receive monetary compensation for Town delay(s).

Excusable Delay is (i) caused by circumstances beyond the control of Contractor, its Subcontractors, suppliers, and is also caused by circumstances beyond the control of the Town, or (ii) is caused jointly or concurrently by Contractor, suppliers and by the Town. Contractor is entitled to a time extension of the Contract time for each day the Work is delayed due to Excusable Delay. Contractor must document its claim for any time extension as provided herein.

Failure of Contractor to comply with this Article as to any particular event of claim shall be deemed conclusively to constitute a waiver of any and all claims resulting from that particular event.

3.24 DISPUTES AND MEDIATION

Contractor understands and agrees that all disputes between it and the Town upon an alleged violation of the terms of this Contract by the Town shall be submitted for resolution in the following manner.

Initial effort(s) should be made by the Contractor to resolve any issues with the Program Manager or other Town representative(s) it works within in the coordination and performance of the Work.

Should the initial efforts at resolution not end in a mutual resolution then the Contractor notify in writing the Procurement Manager identified in Article 3.3, Notices, of the claim or dispute

The Contractor shall submit its dispute in writing, with all supporting documentation, to the Procurement Manager, as identified in Article 3.3, Notices. Upon receipt of said notification the Procurement Manager shall review the issues relative to the claim or dispute and issue a written finding.

Should the Contractor and the Procurement Manager fail to resolve the claim or dispute the Contractor shall submit their dispute in writing within five (5) calendar days of the written finding being issued by the Procurement Manager to the Town Manager. Failure to submit such appeal in the stated timeframe of the written finding shall constitute acceptance of the finding by the Contractor. Upon receipt of said notification the Town Manager shall review the issues relative to the claim or dispute and issue a written finding.

Appeal to the Town Manager for resolution is required prior to Contractor being entitled to seek judicial relief in connection therewith. Should the Contractor be entitled to compensation hereunder, the Town Manager's decision may be subject to approval by the Town Council. Contractor shall not be entitled to seek judicial relief unless:

- it has first received Town Manager's written decision, approved by the Town Council if applicable, or
- a period of sixty (60) days has expired after submitting to the Town Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of (90) days has expired in an instance where Town Manager's decision is subject to Town Council for approval; or

- Town has waived compliance with the procedure set forth in this Article by written instrument(s) signed by the Town Manager.

In the event the determination of a dispute under this Article is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within fourteen (14) calendar days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract price or Contract time adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) calendar days after completion of the Work or expiration of the Contract Term, the parties shall participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. A certified Mediator, who the parties find mutually acceptable, will conduct any mediation proceedings in Miami-Dade County, State of Florida. The costs of a certified Mediator shall be shared on a 50/50 basis. Should claim or dispute not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A party objecting to a determination specifically waives all of its rights provided hereunder, including its rights and remedies under State law, if said party fails to comply in strict accordance with the requirements of this Article.

3.25 CONTINUING THE WORK

Contractor shall continue to perform all Work under the Contract Documents during all disputes or disagreements with Town, including disputes or disagreements concerning a request for a Change Order and Work shall not be delayed or postponed pending resolution of any disputes or disagreements without the prior written approval of the Program Manager.

3.26 FRAUD AND MISREPRESENTATION

The Town may terminate this Contract, or any other contract(s) with the Town, with any person, individual, corporation, entity, or affiliate that attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement. Such person, individual, corporation, entity, or affiliate shall be responsible for all direct or indirect costs associated with termination or cancellation of the contract(s).

3.27 STOP WORK ORDER

The Town may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the Work for a period of up to ninety (90) days (or any lesser period), commencing no sooner than the date the order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order shall be specifically identified as a "Stop Work Order" issued pursuant to this paragraph. Within the period of ninety (90) days (or the lesser period specified) after a Stop Work Order is delivered to the Contractor, or within any extension to which the parties have agreed the Town shall either:

- Cancel the Stop Work Order; or

- Terminate the Work covered by such order as provided in Article 3.50, Termination for Convenience.

If a Stop Work Order issued under this Article is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the Work without compensation to the Contractor for such suspension other than extending the time to complete any Work under the Contract or extending the Contract Term to the extent that, in the opinion of the Town Manager or designee, the Contractor may have been delayed by such suspension. In the event the Town Manager or designee determines that the suspension of Work was necessary due to Contractor's defective or incorrect Work, unsafe Work conditions caused by the Contractor, or any other reason caused by Contractor's fault or omission, the Contractor shall not be entitled to an extension of time or Contract Term or (Time) as a result of the issuance of a Stop Work Order.

Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract time as non-compensable, Excusable Delay, and shall not give rise to a claim for compensable delay.

3.28 SET-OFFS, WITHHOLDING, AND DEDUCTIONS

The Town may set-off, deduct or withhold from any payment due the Contractor, such sums as may be specifically allowed in the Contract or by applicable law including, without limitation, the following:

- Any amount of any claim by a third party;
- Any Liquidated Damages, and/or;
- Any unpaid legally enforceable debt owed by the Contractor to the Town.

The Town shall notify the Contractor in writing of any such withholdings.

Any withholding, which is ultimately held to have been wrongful, shall be paid to the Contractor in accordance with the Local Government Prompt Payment Act

3.29 CONTRACTOR DEFAULT

a. Event of Default

An event of default shall mean a breach of the Contract by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include but not be limited to, the following:

- The Contractor has not performed the Work in a timely manner;
- The Contractor has refused or failed to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;
- The Contractor has failed to make prompt payment to Subcontractors or suppliers for any services, materials, or supplies provided to Contractor ;
- The Contractor has become insolvent or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage

of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

- The Contractor has failed to obtain the approval of the Town where required by the Contract Documents;
- The Contractor has failed in the representation of any warranties stated herein;
- When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work.

b. Notice of Default-Opportunity to Cure

Where an Event of Default ("Default") occurs under the Contract, the Town may at its sole discretion notify the Contractor, specifying the basis for such Default, and advising the Contractor that such Default must be cured within a time frame specified by the Town; or, the Contract with the Town may be terminated. The Town is under no obligation to issue such notification. The Town may grant an extension to the cure period if the Town deems it appropriate and in the best interest of the Town, without waiver of any of the Town's rights hereunder. The Town, at its sole discretion, may have a default corrected by its own forces or another contractor and any such costs incurred will be deducted from any sums due the Contractor under any contract with the Town.

The Town Manager or designee may also suspend any payment or part thereof or order a Work stoppage until such time as the issue(s) concerning compliance are resolved.

c. Termination for Default

Where a Default is not cured within the time specified to cure the Default, the Town Manager in addition to all remedies available by law, may immediately, upon written notice to Contractor, terminate this Contract. Contractor understands and agrees that termination of this Contract under this Article shall not release Contractor from any obligation accruing prior to the effective date of termination.

In the event of termination by the Town Manager or designee, the Town Manager or designee may immediately take possession of all applicable documentation and data, material, equipment, and supplies to which it is entitled to under the Contract or by law.

Where the Town erroneously terminates the Contract for default, the terminations shall be converted to a Termination for Convenience, and the Contractor shall have no further recourse of any nature for wrongful termination.

3.30 TERMINATION FOR CONVENIENCE

In addition to cancellation or termination as otherwise provided for in the Contract, the Town may at any time, in its sole discretion, with or without cause, terminate the Contract by written notice to the Contractor. Such Written Notice shall state the date upon which Contractor shall cease all Work under the Contract, and if applicable vacate the Park site(s).

Upon receipt of such notice, unless otherwise directed by the Town, the Contractor shall, Stop all Work on the date specified in the notice ("the Effective Date") and;

- Take such action as may be necessary for the protection and preservation of the Town's materials and property;
- Cancel all cancelable orders for materials and equipment;
- Remove all materials, supplies or equipment that may be used by the Contractor on the Work;
- Assign to the Town and deliver to the Town, at a site(s) specified by the Town, any non-cancelable orders for materials and equipment that can not otherwise be used by the Contractor on other work;
- Take no action that shall increase the amounts payable by the Town under the Contract Documents; and take reasonable measures to mitigate the Town's liability under the Contract Documents; and
- All documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the Town. Failure to timely deliver the documentation shall be cause to withhold any payments due without recourse by Contractor until all documentation is delivered to the Town.

In the event that the Town exercises its right to terminate the Contract pursuant to the Contract Documents, the Town will pay the Contractor for the actual cost, or the fair and reasonable value, as substantiated by invoice documentation, of any non-cancelable material(s) and equipment that cannot be used elsewhere by the Contractor in the performance of its work.

In no event, shall any payments under this Paragraph exceed the maximum cost set forth in the Contract and the amount due hereunder may be offset by payments made to the Contractor or any claims made against the Contractor. Contractor shall not be entitled to lost profits, overhead or consequential damages as a result of a Termination for Convenience.

3.31 TOWN MAY AVAIL ITSELF OF ALL REMEDIES

The Town may avail itself of each and every remedy stated in the Contract Documents or existing at law or in equity. The exercise or the beginning of the exercise, of one remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy.

3.32 COMPLIANCE WITH APPLICABLE LAWS

The Contractor shall comply with the most recent editions and requirements of all applicable laws, rule, regulations, codes, and ordinances of the Federal government, the State of Florida, Miami-Dade County, and the Town.

3.33 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

Contractor shall not unlawfully discriminate against any person, shall provide equal opportunities for employment, and comply with all applicable provisions of the Americans with Disabilities Act in its performance of the Work under the Contract. Contractor shall

comply with all applicable Federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

3.34 INDEPENDENT CONTRACTOR

The Contractor is engaged as an independent business and agrees to perform Work as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct business in a manner consistent with that status, that the Contractor will not claim to be an officer or employee of the Town for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership, or credit.

3.35 THIRD PARTY BENEFICIARIES

Neither Contractor nor Town intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a claim against either of them based upon this Contract.

3.36 ASSIGNMENT OR SALE OF CONTRACT

The performance of this Contract shall not be transferred pledged, sold, delegated or assigned, in whole or in part, by the Contractor without the prior written consent of the Town. It is understood that a sale of the majority of the stock or partnership shares of the Contractor, a merger or bulk sale, an assignment for the benefit of creditors shall each be deemed transactions that would constitute an assignment or sale hereunder. The Town may request any information it deems necessary to review any request for assignment or sale of the Contract.

Any transference without Town approval shall be cause for the Town to terminate this Contract for default and the Contractor shall have no recourse from such termination.

Nothing herein shall either restrict the right of the Contractor to assign monies due to, or to become due or be construed to hinder, prevent or affect any assignment by the Contractor for the benefit of its creditors, made pursuant to applicable law.

3.37 MATERIALITY AND WAIVER OF BREACH

Town and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of the Contract Documents and, therefore, is a material term hereof. The Town's failure to enforce any provision of the Contract Documents shall not be deemed a waiver of such provision or modification of the Contract Documents. A waiver of any breach of a provision of the Contract Documents shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Contract Documents.

3.38 DEFENSE OF CLAIMS

Should any claim be made or any legal action brought in any way relating to the Work under the Contract, the Contractor shall diligently render to the Town any and all assistance which the Town may require of the Contractor.

3.39 FUNDS AVAILABILITY

Funding for this Contract is contingent on the availability of Town funds and the Contract is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days' notice.

3.40 ACCESS TO AND REVIEW OF RECORDS

Town shall have the right to inspect and copy, at Town's expense, the books, records, and accounts of Contractor which relate in any way to the Contract. The Contractor agrees to maintain an accounting system that provides for accounting records that are supported with adequate documentation and adequate procedures for determining allowable costs.

The Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes and Town shall have the right to immediately terminate this Contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Contract for a period of five (5) years from the date of termination.

3.41 ROYALTIES AND PATENTS

All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the construction of the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

3.42 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN

In the event the Contractor may be deemed to have a cause of action against the Town, no action shall lie or be maintained by the Contractor against the Town upon any claim arising out of or based upon the Contract Documents by reason of any act or omission or requirement of the Town or its agents, unless such action shall be commenced within six (6) months after the date of issuance of a final payment under the Contract, or if the Contract is terminated under the provisions of the Contract, unless such action is commenced within six (6) months after the date of such termination by the Town.

3.43 CONTRACT EXTENSION

The Town reserves the right to exercise its option to extend the Contract for up to ninety (90) calendar days beyond the Contract term. In such event, the Town will notify the Contractor in writing of such extensions.

3.44 APPLICABLE LAW AND VENUE OF LITIGATION

This Contract shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions the sole venue shall be Miami-Dade County, Florida.

3.45 NON-EXCLUSIVE CONTRACT

It is the intent of the Town to enter into a Contract with all successful Bidder(s) that will satisfy its needs as described herein. However, the Town reserves the right, as deemed in its best interest, to perform, or cause to be performed, the Work and services, or any portion thereof, as it sees fit, including but not limited to: award of other contracts, use of another contractor, or perform the Work with its own employees.

3.46 SEVERABILITY

In the event any provision of the Contract Documents is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Contract, and the remainder of the Contract Documents shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to terminate the Contract in its entirety. An election to terminate the Contract based upon this provision shall be made within seven (7) calendar days after the finding by the Court becomes final.

3.47 CONTRACT DOCUMENTS CONTAINS ALL TERMS

The Contract Documents and all documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of the Contract Documents shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

3.48 ENTIRE AGREEMENT

The Contract Documents, as they may be amended from time to time, represent the entire and integrated Contract between the Town and the Contractor and supersede all prior negotiations, representations or agreements, written or oral. This Contract may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of the Contract Documents shall not be deemed to be a waiver of any other breach of any provision of the Contract Documents.

SECTION 4

SPECIAL TERMS AND CONDITIONS

4.1 OVERVIEW

The Work consist of furnishing all personnel, labor, materials, machinery, tools, means of transportation, supplies, equipment, services, supervision, and management necessary to provide custodial services and related miscellaneous services meeting the Performance Standards established in the Contract Documents.

The Contractor shall:

- Provides the levels of service to meet the Performance Standards and ensure that all the Facilities and Park locations are ready and presentable for operations on a daily basis.
- Be responsible to make the management and operational decisions to meet the quality standards required under this contract.
- Use innovation, technology and other means and methods to develop and perform the most efficient cleaning services for the building.
- Implement an effective Service Plan (SA) and Quality Control Plan (QCP).
- Implement an effective service response system, which results in prompt, professional, and courteous resolution of resident and Town concerns.
- Keep Program Manager informed of current status of the Work being performed, provide Work schedules and provide other pertinent information needed by the Program Manager.
- Reduce the environmental impacts of work performed under this contract by using, to the maximum extent, environmentally sound practices, processes, and products.

The Work shall be performed at the following locations:

- Government Center
- Miami Lakes Picnic Park West and Mary Collins Community Center, 15151 Boy Scout Rd (NW 82nd Ave.)
- Miami Lakes Picnic Park East and Youth Center, 6075 Miami Lakes Drive East
- Town's 97 Pocket Park Locations (As identified in Exhibit A)
- Royal Oaks Park, Facilities only (Option 1)
Miami Lakes Optimist Park, Facilities only (Option 2)

4.2 CONTRACT TERM

This Contract shall be effective upon execution by both parties and shall continue for a term of thirty (30) months from the date of execution by the Town unless extended in accordance with Article 4.3. No Work shall commence until a written Notice to Proceed is issued.

4.3 CONTRACT TERM/OPTION TO RENEW

The Contract term shall be for a period of three (3) years from the date of execution of the Contract.

The Town, at its sole discretion, may opt to renew the Contract for an additional two (2) years, on a year to year basis. Renewal of the Contract shall be based on the Contractors performance under the Contract, and its ability to meet the Contract's Performance Standards.

4.4 HOURS & MINIMUM STAFFING FOR PERFORMING WORK

Standard Services shall be performed at the following locations and times as follows:

- Government Center
 - A minimum of 1 full time staff person between the hours of 7:00 am until XX Monday through Friday except on Town Council meeting days when full time staff shall remain until the 1 hour after the end of the Town Council meeting.
- Miami Lakes Picnic Park West and Mary Collins Community Center, 15151 Boy Scout Rd (NW 82nd Ave.)
- Miami Lakes Picnic Park East and Youth Center, 6075 Miami Lakes Drive East
- Town's 97 Pocket Park Locations (As identified in Exhibit A)
 - A minimum of 1 full time staff person for Miami Lakes Picnic Park East and Youth Center, Miami Lakes Picnic Park East and Youth Center, and the Town's 97 Pocket Park Locations (as identified in Exhibit A). Hours shall be from 7:00 am through 10:00 pm Monday through Sunday.
- Royal Oaks Park, Facility only (Option 1)
- Miami Lakes Optimist Park, Facility only (Option 2)
 - If only 1 option is exercised Contractor shall provide a minimum of one part-time person between the hours of 7:00 am through 10:00 pm.

All deep cleaning shall be performed between 10:00 pm through 6:00 am.

4.5 COMPENSATION/PRICE ADJUSTMENTS

Contractor shall be paid based on the monthly rates established in the Contract except for additional or emergency work, which may be paid based on the hourly rates established in the Contract or based on another method of compensation agreed to in writing, in advance.

Contractor's price(s) shall remain fixed and firm during the term of Contract with the following exception:

Adjustments to the rates paid under this Contract may be annually indexed to inflation as defined by the Consumer Price Index (CPI) calculated by the U.S. Department of Labor as applied to the County of Miami-Dade using the Consumer Price Index, Miami, All Urban Consumers figures provided for the period ending December 31 and thereafter on an annual basis in the same way for succeeding years. Said increases must be requested in writing by the Contractor not later than thirty (30) days prior to the expiration of each

Contract year and will be effective upon the commencement of the each new Contract year. Retroactive increases shall not be permitted.

4.6 PAYMENTS

Payments shall be based on invoices submitted on a monthly basis for Work performed in the previous month. The Town will not issue any payments based on a statement of accounts. Any reductions in the amount paid to the Contractor shall be done in accordance with Articles 4.7 of the Contract. All payments shall be made in accordance with the State of Florida Local Government Prompt Payment Act.

4.7 INVOICING

Contractor shall invoice upon completion of a Designated Area unless otherwise approved in writing by the Program Manager. The invoice must be signed is certifying that the invoiced Work meets the standards and requirements established in the Contract. Contractor invoices must include the following information:

- Name and address of Contractor
- Contract Number
- Date of invoice
- Invoice number (invoice number cannot be repeated)
- Timeframe covered by the invoice (Dates of Service)
- Site(s) (location) of Work performed (based on Work Plan)
- Additional Services performed by location
- Work Order number (for Additional Services only)
- Additional Services price allowed by the Work Order
- Total Value of invoice
- Account Codes (if provided)

Reimbursable expenses - copies of receipts for all materials or supplies purchased for the Work. All reimbursable expenses must be pre-approved in writing by the Program Manager before the expense is incurred. Reimbursable expenses shall only apply to Additional Services under Articles 3.19. Reimbursable expenses shall not be reimbursed to the Contractor without evidence that the requested reimbursement amount does not exceed the direct cost to the Contractor.

4.8 GREEN CLEANING

The Contractor shall give preference to supplies and products that are "environmentally preferable". Unlike a traditional cleaning program, a green custodial program takes a holistic approach to building cleaning and goes beyond simple appearances to focus on health and the environmental impacts. The Contractor shall take every precaution to ensure that if available, only safe and environmentally preferable products are used. Preference shall be given to cleaning products that meet the following: United States Department of Agriculture (USDA) designated bio-based products, Green Seal certified (Standard GS-42 for Commercial and Institutional Cleaners).

The list of Comprehensive Procurement Guideline (CPG) items and their associated Recovered Materials Advisory Notices (RMANS) are available at <http://www.epa.gov/cpg>. Items such as paper products (seat covers & towels should contain 40 - 100% recovered fiber, with 40 - 60% from post-consumer fiber and toilet tissue should contain 20 - 100% recovered fiber, with 20 - 60% from post-consumer fiber), and trash are on the CPG list. Information on CPG items can be found at: <http://www.epa.gov/cpg/products.htm>.

This includes concentrated and ready-to-use cleaning chemicals (spray bottles must be labeled with the contents) that use ecologically sound packaging, are phosphate-free, non-corrosive, non-combustible, non-poisonous, non-reactive, and non-aerosol; contain no carcinogens, mutagens and teratogens; contain no ozone-depleting substances; and are bio-based and fully biodegradable. Such products shall have lower toxicity, and reduced potential for skin, eye, and, respiratory irritation than comparable products used for the same purpose and shall contain no unnecessary dyes or fragrances. Concentrates are preferable compared to ready-to-use products and should be used wherever possible. Furthermore, dilution control equipment (use equipment or systems consistent with those specified or recommended by the manufacturer of the concentrate products) should be employed to ensure correct dilutions of concentrates and to protect workers from exposure to concentrated chemicals. Preference shall be given to cleaning products meeting the following Green Seal Standards: GS-37 for Commercial and Institutional Cleaners for those product categories covered by this Standard and GS-34 for Degreasers (<http://www.greenseal.org/findaproduct/index.cfm#cleaners>).

The Contractor shall give preference to floor finishes and floor maintenance products that are free of metals, such as zinc, arsenic, lead, cadmium, cobalt, chromium, mercury, nickel, or selenium. The Contractor shall furnish to the Program Manager all Material Safety Data Sheets (MSDS) for any materials used in the performance of the Contract including but not limited to:

All-purpose cleaner	Degreaser/cleaner
Heavy duty cleaner	Deodorizer
Carpet shampoo	Floor finish
Gum Remover	Floor finish restorer
Disinfectant sanitizer	Floor sealer

Extraction Fluid	Furniture polish
Floor stripper	Glass cleaner
Neutral cleaner (liquid)	Grout Sealer
Spot and stain remover	Lime and scale remover (tub & tile cleaner)
Bathroom cleaner	Stainless steel polish
Brass polish/cleaner	Toilet bowl cleaner
Chrome polish/cleaner	White board cleaner
Cream cleaner	Wood floor cleaner
Solvent spotter	Laundry detergent
Liquid hand soap including dispenser	
Air freshener including dispenser	

All new products used during the life of the contract must have MSDS provided to the Program Manager prior to bringing these products on site and being used. The Contractor shall use only commercially available products that meet Federal, State, and local codes.

Contractor shall maintain the MSDS in a location accessible to all employees and shall advise the Program Manager of their location. The MSDS will be available for inspection by the Program Manager on request. The Contractor shall take every precaution to ensure that environmental friendly products are used. Information can be obtained from Federal, State, and local agencies concerning safe chemical cleaning materials. An inventory list of products to be used under the Contract shall be provided to the Program Manager. This list shall be updated, with a copy provided to the Program Manager, throughout the term of the Contract. The Program Manager shall contact the Contractor immediately if any item is deemed inappropriate for use under the Contract.

4.9 GREEN CLEANING PLAN

To help ensure that the Contractor complies with the Green Cleaning requirements the Contractor shall use green cleaning products and processes, and shall demonstrate such capability by submitting a Green Cleaning Plan (GCP) to the Program Manager, within fourteen (14) days of the execution of the Contract, that describes methods, materials, and equipment used under the Contract. Green cleaning is a planned and organized approach to cleaning that is designed to protect the occupants and workers' health and reduce the impact on human health and the environment.

The GCP shall include the use of recycled content, environmentally preferable products and services, vacuum cleaners with HEPA filtration, bio-based products, and products and services that minimize the use of energy, water, and other resources. In addition to compliance with these requirements, the Contractor shall follow all applicable standard industry practices including, but not limited to those published by the National Institute of Building Sciences (NIBS), American Society of Testing Materials (ASTM), and Carpet and Rug Institute (CRI), as well as applicable standards of the Environmental Protection Agency (EPA).

The GCP shall be updated as request by the Project Manager or prior to any changes being implemented to the current GCP by the Contractor.

4.10 WORK PLAN

The Contractor shall prepare a Work Plan ("WP") establishing a program of inspections and Service for meeting the Performance Standards of the Contract Documents. The Contractor shall submit the WP for the first twelve (12) months of the Contract term to the Program Manager within fourteen (14) days of the execution of the Contract, for review and acceptance. Should the Program Manager recommend or require revisions the Contractor shall make the necessary revisions and resubmit the revised WP to the Program Manager within seven (7) days. Thereafter, the Contractor shall submit the WP to the Program Manager sixty (60) days prior to the start of each subsequent twelve (12) month period.

The approved WP shall:

- Outline the Contractor's overall strategy for providing the Custodial Services contained in the Contract Documents;
- Establish the Contractor's program of inspections and Service for each Contract year, to include a month to month breakdown by Task;
- Project a level of unscheduled work (including re-work);
- Document basis for the Contractor's Annual Execution Plan – i.e., the Contractor's schedule of activities and resources (labor and material) to accomplish the Contractor's program.
- Provide the Contractor's standard operating procedures, emergency operating procedures, safety plan, and contingency plans, when applicable.

- Detail the communication plan, including points of contact, phone numbers, email addresses, etc., to be used in coordination of the Work with the Program Manager, on-site designated Town personnel to address issues, coordination of the Work, Service Calls additional work, etc.
- Document Contractor's program for responding to services calls, including those that require an immediate response, such as a spill or lack of materials in a restroom or those that required a one day response, such as setting up a room for a meeting.

Once accepted, the Contractor's WP Plan is the baseline for tracking the Work and expenditures against the Contract and for evaluating performance in accordance with the Contract Documents. Upon approval of the WP, the re-sodding shall be incorporated into the Annual Execution Plan required under Article 4.9.

4.11 ANNUAL EXECUTION PLAN

The Annual Execution Plan ("AEP") shall include a breakdown of the Work to be performed on a monthly basis by Task and Site, and shall also include a breakdown of the labor force and equipment to be used on a monthly basis. The Contractor shall reflect in the AEP when monthly, quarterly, semi-annual and annual Work will be performed.

The initial AEP shall be submitted within fourteen (14) days of execution of the Contract. Each subsequent AEP shall be submitted one month prior to the start of the new Contract year. Any revisions to the AEP shall be subject to the prior written acceptance of the Program Manager. Thereafter, the Contractor shall submit the AEP to the Program Manager sixty (60) days prior to the start of each subsequent twelve (12) month period.

4.12 QUALITY CONTROL PLAN

Within fourteen (14) days of the execution of the Contract, the Contractor shall submit a Quality Control Plan ("QCP") to the Program Manager for review and acceptance. The basic premise of the QCP is that the Contractor is responsible for Quality Control. All methods, procedures, and forms shall support this premise. The QCP must clearly identify how the Contractor will monitor its own Work to ensure that the Work is performed and meets the Performance Standards established in the Contract. The QCP must provide for the inspection and assessment of the quality and progress of the Work at each Site where Work is being performed. The QCP shall be designed to keep the Contractor's management and the Town informed of all issues affecting quality, to include timely and effective corrective action for all deficiencies. These inspections shall be in addition to the requirement for daily supervision. The QCP records shall, in part, consist of checklists of inspections and shall indicate the nature, frequency and number of observations made, number and type of deficiencies found, and the nature of corrective action taken as appropriate. At a minimum the QCP shall address:

- How the Contractor will control quality of supplies and Services;
- How green cleaning compliance will be accomplished;

- An inspection plan, with inspection checklist(s), that is tailored to the different Tasks and each site covered under the PWS that is tailored to the specific Facilities (and corresponding sites) being cleaned and serviced under the Contract;
- How Service Calls will be monitored and responded to in a timely manner;
- A communication Plan on how the Contractor will communicate with the Program Manager for Service Calls, Emergencies, etc.
- A system for identifying and correcting deficiencies in the quality of the Work before the level of performance becomes unacceptable and/or Town Inspectors or the Program Manager point out the deficiencies. The system should also ensuring non-recurrence of defective Work;
- A system to ensure that the Contractor's employees are notified of deficiencies, that the noted deficiencies are corrected (if possible); and that the employees are counseled/retrained as necessary to ensure that deficiencies do not recur;
- A system that provides the Program Manager access to all Contractor documentation, reports, and files (to include any forms on which Quality Control inspections are documented) with respect to Contractor quality control inspections and any corrective action taken;
- If there is a corporate/home office, how it will provide Contract support, services, and controls;
- The identity of all personnel who will be performing QC inspections by name, and title. Verification that the person who actually performed the Work shall not perform QC inspections.

Where the QCP is returned by the Program Manager for revisions or corrections, the Contractor shall resubmit the QCP within seven (7) days of receipt from the Program Manager, with the requested revisions or corrections. The Contractor shall not implement any changes to its approved QCP prior to review and acceptance by the Program Manager

The Contractor shall perform QC inspections by qualified personnel (i.e. – personnel knowledgeable of all technical aspects of the Work which would allow identification/discovery of improperly performed services) and provide documentation of the inspection results to the Program Manager on a monthly basis. The documentation must be signed and dated by the inspector at the time the inspection is completed.

The QCP is a living document and may be subject to change depending on the needs of the Contract and experiences during the performance of the Work under the Contract. When the QCP is revised the Contractor is required to provide an updated QCP to the Program Manager for review and acceptance.

4.13 CLEANING SCHEDULE

Concurrent with the submission of the WP the Contractor shall submit a Cleaning Schedule ("CS") with schedules for the initial month of Work for periodic Work such as carpet cleaning, floor polishing, window washing, etc. Subsequently, the Contractor shall provide a CS one week prior to the end of each month to the Program Manager, which will reflect

the Work to be performed during the next month, broken down by Site(s), Task, and day(s) of the week the Work will be performed.

4.14 MONTHLY REPORT

The Contractor shall furnish a monthly report ("Report") to the Program Manager no later than the fifteenth (15th) of each month that shall consist of five (5) parts, broken down as follows:

Part 1

Prior month's periodic Services activities accomplished, identified by Facility shall include the task, and date(s) the Work was performed.

Part 2

Prior month's Additional Services activities accomplished, identified by Facility, the date(s) the Work was performed and the cost(s) associated with the Work.

Part 3

Prior month's Re-Work activities accomplished, identified by the Facility, the date(s) the Work was performed.

Part 4

Prior month's Additional Services activities accomplished, identified by park or roadway, the date(s) the Work was performed.

Part 5

Prior month's inspections conducted under the QCP. This Part of the Report shall include the following details:

- a. Dates of inspections
- b. Name and signature of the inspector
- c. Facilities Inspected
- d. Work inspected
- e. Locations found to be in compliance with the Performance Standards
- f. Locations found to be non-compliant
 - o Deficiencies found per location
 - o Actions take to correct deficiencies
 - o Actions taken to mitigate future occurrences of the deficiencies

Contractor shall provide Program Manager with hard copy and/or electronic copies of all forms and documents prepared as a part of the Quality Management Plan monitoring.

4.15 EMERGENCY RESPONSE PLAN

The Contractor shall prepare and furnish to the Program Manager for review and acceptance an Emergency Response Plan ("ERP") within thirty (30) days after execution of the Contract. The ERP shall outline the Contractor's response procedures in the event of an

emergency, damage, or adverse weather conditions including hurricanes, rain, or flooding. The ERP shall address the Contractor's coordination procedures with the Town.

The ERP shall include a provision for cooperating with the Town to furnish Contractor's forces to supplement the Town's staff in hurricane preparedness, evacuation plans and hurricane disaster response of the disaster event within the project limits. In the event that services or equipment are required by the Town for emergency preparation response, such services and equipment will be deemed as Additional Services and paid for in accordance with Article 4.5 of the Contract.

4.16 LABOR, EQUIPMENT AND MATERIALS

The Contractor shall furnish all labor, material, equipment, and supplies of the size and type customarily used for custodial services, needed for the performance of the Work. All equipment, vehicles, etc., and all hand tools shall be operated within the safety parameters as defined by the manufacturer, standard industry practice, and OSHA; and, shall be carefully maintained.

4.17 PERSONNEL REQUIREMENTS/QUALIFICATIONS

a. General

The Contractor shall manage the total Work effort associated with the Services required to assure fully adequate and timely completion of these Services in accordance with the Performance Standards. Such management includes, but is not limited to: planning, scheduling, report preparation, establishing and maintaining records and quality control. The Contractor shall provide staff with the necessary management expertise to assure the performance of the required Work; and, trained and experienced field and office personnel who meet established standards to effectively perform the Services required and who exhibit capability to perform with minimum supervision.

b. Contract Manager

The Contract Manager shall have full authority on a day-to-day basis to act on behalf of the Contractor on all matters pertaining to the performance of the Work under this Contract including authority to accept and sign for notice of deductions, inspections reports and all other correspondence on behalf of the Contractor. The Contract Manager shall be responsible for the performance of all Contract Work and shall be the primary contact with the Town. The Contract Manager shall be available to discuss Contract matters and performance issues with the Program Manager during regular Town business hours and within one (1) hour during other times. This can be accomplished in person, or by telephone, as appropriate depending on the circumstances. Therefore, the Contractor shall provide to the Program Manager the contact information (i.e. phone, email address, cell phone) for the Contract Manager and an alternate individual, within five (5) days of execution of the Contract. The Contractor shall provide an updated list no less than five (5) day of any changes of the Contract Manager or contact information provided. Within five (5) days of execution of

the Contract, the Contractor shall provide the Program Manager with a cellular phone number for the Contract Manager where they he/she can be reached at all times.

c. Field Supervisor

The Contractor shall provide a qualified on-site full time working Field Supervisor to manage Contractor's personnel at the Work sites. This person (and their substitute) shall have **full authority** to act for the Contractor on all matters relating to the daily performance of the Work at the Facilities. The Field Supervisor shall be the central point of contact in the field with the Town; and, shall effectively communicate in English. The Field Supervisor must understand and be able to fulfill, completely and clearly, the Performance Standards and reporting requirements of the Contract. A resume for the Field Supervisor shall be submitted with the Contractor's as specified in Appendix D, Deliverables, of the Contract, which shall include all contact information (i.e. telephone, email address, cell phone). The Field Supervisor shall have a minimum of three (3) years of experience as a custodial supervisor on contracts of a similar size, scope, and complexity, and shall remain on-site at rotating among the Facilities at all times while Work is being performed under the Contract. When the on-site working Field Supervisor is absent for the day or for an extended period (more than 4 hours), the Program Manager shall be notified and the Contractor shall appoint a qualified substitute. Within five (5) days of execution of the Contract, the Contractor shall provide the Program Manager with a cellular phone number for the Field Supervisor where they he/she can be reached at all times.

d. Personnel Qualifications

The Contractor shall furnish sufficient competent and qualified personnel to perform all Work specified in the Contract. Contractor must perform a background check on all proposed personnel in accordance with Administrative Order 07-01 and only those individuals shall be authorized to work under this Contract. The Contractor shall submit to the Program Manager within fourteen (14) days of the execution of the Contract, a list of all personnel proposed to work under the Contract and who have passed the background check. The list shall be updated immediately when changes occur (See Appendix D, Deliverables).

e. Uniform/Appearance

All Contractor employees, including the Supervisor, shall wear a distinctive, neat, and freshly laundered uniform, which the Contractor shall supply at no cost to the employee. The Program Manager may request removal of any employee not properly uniformed.

Contractor shall also ensure that such employees wear proper and neat-appearing footwear while working on premises. Uniform, including shoes, color and design, must be approved by the Program Manager.

Appropriate protective clothing, shoes and other safety equipment will be worn as required.

f. Standards of Conduct

The Contractor shall maintain satisfactory standards of employee competency, conduct, appearance, and integrity, and shall take such disciplinary action against his/her employees, as necessary. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, the community, and the Town.

g. Alcohol and Controlled Substances

Contract employees shall not possess, distribute, consume, use or cause to be used any controlled substance or alcohol on the Work sites. Any Contractor under the influence of alcohol or a controlled substance shall not be permitted to perform any Work under the Contract. Any Contractor or Contractor employee found to be in violation of this requirement will be permanently prohibited from performing any Work under this Contract. Actions taken under this Article shall not relieve the Contractor of the requirement to provide sufficient personnel to perform adequate and timely Service as required in this Contract.

h. Employee Safety Requirements

The Contractor shall require their employees to comply with the instructions pertaining to conduct, safety and health regulations forming a part of this Contract . All equipment operators shall wear safety protection equipment required or recommended by the equipment manufacturer and OSHA; and, all power operating equipment, truck, hand, mechanical or vehicular tools, etc. shall be operated within the safety parameters defined by OSHA. Equipment shall be carefully maintained and operated with proper safety guards and devices installed and fully operational and with discretion when near pedestrians or vehicles. All employees **must wear a safety vest** when working by roads and in areas with vehicular traffic.

i. Employee Training/Operating of Equipment

The Contractor shall ensure that all employees have been properly trained, certified, and/or licensed to operate power equipment, power and mechanical tools, lifts, etc. and shall maintain records of all training, qualifications and certifications to be made available for the Town's review upon request. In addition all employees must be trained on acceptable work practices and all OSHA safety procedures. The Contractor shall provide training to all employees, at Contractor's expense, to ensure the competencies in performing tasks are met to prevent the endangerment of personnel or the public. All safeguards must be in place and operational at all times.

Employees shall not be permitted to use RADIOS, CELL PHONES, TEXTING DEVICES, MP3 PLAYERS, or other MEDIA DEVICES, while operating equipment and may be subject to removal from the Work site for repeated violations. Smoking is also prohibited while on Town property including in the Town Parks.

4.18 ADDITIONAL SERVICES

The Town may request the Contractor to perform Additional Services for Work not covered in the PWS, one time cleaning, and similar work for which prices are may or may not be established in the Contract. In such circumstances the Town will provided a written request to the Contractor that will include the work to be performed and the information to be provided by the Contractor. Contractor will provide the Program Manager with a work order proposal ("Work Order Proposal") for review. Upon acceptance of the Work Order Proposal, which may be revised through negotiations, the Program Manager shall issue a Work Order for the Contractor to perform the additional Work.

4.19 WORK ORDERS

The Town shall issue a Work Order for all Additional Services to be performed by the Contractor. Upon receipt of a request for additional Work from the Program Manager, the Contractor shall prepare a Work Order Proposal. Work Order Proposals shall use a time and materials basis unless otherwise approved by the Program Manager. The Work Order Proposal shall include the following:

- A detailed description of the work to be performed, and if required, the method(s) to be used in performing the work;
- Information on materials to be used (including any MSDS data sheets);
- Number of hours, hourly rate, and total cost per classification of personnel to be used based on the hourly rates contained in the Contract. Should a classification or hourly rate not exist, the additions shall be subject to the approval of the Program Manager and Procurement Manager, and shall be added to the Contract through a Change Order;
- Timeframe for completion of the work from the issuance of a Notice To Proceed by the Town;
- Description and cost of any specialized equipment to be used for the work. (Such cost is only permissible where the Contractor must rent the equipment. Cost will be reimbursed at actual cost to the Contractor.)

4.20 CONTRACT SURVEILLANCE

The Town will execute a Quality Assurance Surveillance Plan ("QASP") using surveillance techniques, resident input, and levels of inspection deemed appropriate to assure Contract compliance. The Town may change surveillance methods or levels of inspection at any time. The Town's QASP is provided as Appendix F of the Contract, and is provide for information purposes only.

When random or unannounced inspections are conducted, if Non-Conforming Work is identified the Contractor will be notified in writing within two (2) business days and provided a copy of the inspection report. Where possible, Contractor shall correct all Non-Conforming Work within two (2) business days, during which time the Contractor shall not be assessed any payment reduction. Failure by the Contractor to correct the Non-Conforming Work shall result in the Town assessing a payment reduction for each day the Non-Conforming Work remains out of compliance with the Performance Standards. The

payment reduction will be assessed against the Contractor's monthly invoice, accruing from the date of notification of the Non-Conforming Work through issuance of a notification of compliance, excluding where the Town has provided a grace period for the Contractor to correct the Work and the Contractor has corrected the Work within the grace period.

The above shall also apply to any unplanned circumstance by which the Town becomes aware of Non-Conforming Work.

The Town shall also conduct planned inspections at the end of each month, which will be conducted prior to the Contractor submitting its monthly invoice. The Town may provide the Contractor an opportunity to correct any Non-Conforming Work or the Town will assess a payment reduction for the Unsatisfactory Work.

When either planned or unplanned inspection efforts indicate Non-Conforming Work or Unsatisfactory Work, the Contractor will be notified as set forth above and a subsequent inspection will be conducted by the Town to ensure compliance. The Town will incur additional administrative expenses for the additional time required to re-inspect Contractor Work. The Town may assess a payment reduction of \$100.00 to cover the administrative expenses associated with each repeated re-inspection effort, which will be taken as a reduction in payment in addition to the payment reductions identified above. The Contractor shall be assessed the administrative fee in accordance with the Payment Reduction Clause.

4.21 UNSATISFACTORY WORK

Contractor shall be notified in writing by the Program Manager of all Unsatisfactory Work. Where possible, the Program Manager will provide the Contractor an opportunity to correct all such Work prior to the assessment of any payment reduction, if such Work is brought into compliance with the Performance Standards within two (2) business days of notification. Should the Contractor bring the Work into compliance within this timeframe no payment reduction will be assessed other than the \$100.00 reduction to cover the Town's administrative costs.

4.22 PAYMENT REDUCTION

Contractor is required to maintain a high level of cleanliness and working conditions, which are essential to the Town in ensuring proper healthy working conditions for Town employees and clean facilities for the public when utilizing Town facilities. The Town may assess liquidated damages/administrative cost for the failure to perform required Work occurs. These assessments are based on the cost which would be incurred should Town staff or another contractor have to perform the Work.

The Program Manager or designee will provide the Contractor a list of the Tasks, which were not performed the previous day. Failure to correct these deficiencies within twenty-four (24) hours of notification, or a mutually agreed time, will result in the assessment of liquidated damages/administrative charges in the amounts stated in Exhibit B.

Charges that have been assessed will be deducted against the monthly invoices received by from the Contractor or where the outstanding invoices are insufficient the Town may invoice the Contractor. Repeated failures to comply with the Contract may result in a Contractor being notified that they are in default of the Contract. The Town reserves the right to find the Contractor in default of the Contract for failure to perform whether deductions have been taken or not.

In the event that the Contractor's employee(s) are not on duty as required, a charge of \$50.00 per hour will be made for each person not present for Work.

4.23 STORAGE OF MATERIALS AND EQUIPMENT

The Town has limited space for the storage of supplies, equipment and materials. The Program Manager may, at his sole discretion, authorize the Contractor to store supplies, materials, and equipment at the Facilities. Such authorization shall be granted in writing in advance of any such storage and only for meet short term requirements. Should the Contractor store any of its supplies, equipment, or materials on Town property, the Town assumes no liability or responsibility for the safety of such.

4.24 TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW REGULATIONS"

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Contractor shall provide to provide a complete set of Material Safety Data Sheets to the Program Manager prior to utilizing. This information must be provided prior to the use of any such materials, or supplies.

For additional information on the Federal Right to Know Regulation, contact OSHA at www.OSHA.gov or call (954) 424-0242.

4.25 BIO-HAZARDOUS WASTE

Contractor is required as part of its routine daily work, to clean, disinfect, decontaminate, and legally dispose of potentially infectious blood borne pathogen materials. Potentially infectious materials may include but are not limited to blood, urine, feces, semen, vomit, pleural fluid, saliva, needles, sharp items, diapers...etc.

4.26 SCAVENGING

Scavenging by any of the Contractor's personnel is prohibited and the Program Manager may require removal any employee who scavenges from performing any further Work.

4.27 ADDITIONAL/EMERGENCY SERVICE

The Contractor shall provide after hours, Additional/Emergency Service 7 days a week to the Town under the Contract. Additional/Emergency Service response time shall be within two (2) hours after notification by the Town. Additional/Emergency Work will be considered any unforeseen unanticipated work not listed under Services listed in Section 5 of the ITB. For the purpose of this Article, response time will mean “on-site and prepared to work”.

END OF SECTION

Section 5

Performance Work Statement

5.1 Scope of Work

The Contractor through innovation, technology, or other means shall perform the work in this contract to meet the quality and performance standards in this Section. Evaluations of the Contractor's Work shall be based on the standards in this Section and inspected in accordance with the Town's Quality Assurance Surveillance Plan (QASP).

The Work consist of furnishing all supervision, labor, materials, machinery, tools, means of transportation, supplies, equipment and services necessary to provide daily custodial services and related miscellaneous services, including interior and exterior cleaning of the Parks' Facilities as described herein at the following locations:

- Government Center, 6601 Main Street
- Miami Lakes Picnic Park West and Mary Collins Community Center, 15151 Boy Scout Rd (NW 82nd Ave.)
- Miami Lakes Picnic Park East and Youth Center, 6075 Miami Lakes Drive East
- Town's Pocket Park Locations (As identified in Exhibit A)
- Royal Oaks Park, only the Community Center, 165 00 NW 87th Avenue (Option 1)
- Miami Lakes Optimist Park, only the Community Center, 6411 N@ 162nd Street (Option 2)

In addition, the Work shall include facility set-up and breakdown for ongoing programs at the Park facilities according to Town provided diagrams for scheduled activities and special events.

The Contractor shall be fully responsible for providing customer service, quality control and all other services necessary to perform the Work. Unless otherwise specified, the Contractor shall determine how often the Work is performed, how much labor is needed to perform the tasks, what methods will be used to complete the Work, and which supplies, materials and equipment are needed. The Services provided shall meet or exceed the minimum standards as established by the Contract.

The Parks' Facilities, amenities and their surrounding include, but are not limited to, the Community Centers, restrooms, outdoor restrooms, picnic areas, tables, benches, charcoal grills, playground equipment, trash receptacles, sports courts, playground areas, and all other structures.

All facilities must be fully staffed beginning the first day of Work under the Contract unless otherwise authorized in writing by the Project Manager.

5.2 Interior

a. Floor Care

Chairs, trash receptacles, and other moveable items shall be moved to maintain floors underneath these items. All moved items shall be returned to their original and proper

position. Baseboards, corners, and wall/floor edges are to be cleaned as part of the floor care. All floor maintenance solutions shall be removed from baseboards, furniture, trash receptacles, etc.

1. Bare Floors

Floors: Floors, base moldings, and grout shall be clean and free of debris, dirt, scuff/heel marks, water streaks, mop marks, string, gum, tar, stains, discoloration, and other foreign matter. The floors shall maintain their natural luster and not have a dull appearance.

Wet mopped floors are to be cleaned using disinfectant cleaner(s) with additional scrubbing, if necessary. These floors shall be slip resistant. Surfaces, baseboards, and corners shall be clean and dry. Walls, baseboards, and other surfaces shall be free of splashing and markings from the equipment. There shall be no visible buildup of finish in corners or crevices.

2. Stripping and Finishing

The old finish or wax shall be removed and new sealant applied in accordance with standard commercial practices. Spots shall be eliminated. There shall be no evidence of gum, burns, scuffmarks, or wax build-up in corners or crevices. UNDER NO CIRCUMSTANCES SHALL BURNISHING, HIGH SPEED BUFFING, OR DRY STRIPPING METHODS BE USED.

Walls, baseboards, and other surfaces shall be free of finish residue and marks from equipment. Floors shall be free of streaks, mop strand marks, and skipped areas. The finished area shall have a uniform luster.

3. Sealing

Sealant must adhere to the floor. Floor areas must be evenly coated with a slip resistant seal.

4. Spot Cleaning

Surfaces shall be free of removable spots, , dirt, dust, debris, gum, and scuff/heel marks, and crusted material.

b. Floor Mats and Area Rugs

Vacuum and clean interior and exterior floor mats, area rugs. After vacuuming or cleaning, mats, and area rugs/carpets shall be free of all visible lint, litter, soil and other foreign matter. All spots shall be removed according to manufacturer's approved methods as soon as possible. All tears, burns, and unraveling of carpets shall be brought to the attention of the Project Manager. Soil and moisture underneath mats shall be removed and mats returned to their normal location.

c. Carpets

1. Vacuuming

Carpet surfaces are to be free of dirt, dust, and other debris. Vacuuming shall be done at a frequency that will protect the integrity of the carpet and prolong wear. The Contractor shall utilize vacuum cleaners that meet the requirements of the Carpet and Rug Institute "Green Label/Green Label Plus" Testing Program, <http://www.carpet-rug.org/commercial-customers/cleaning-and-maintenance/seal-of-approval-products/vacuums.cfm>.

2. Spot Cleaning

Carpet surfaces shall be free of removable spots, soiled traffic patterns, dirt, dust, debris, gum, and crusted material.

3. Extraction

Build-up, spills, or crusted material shall be removed along with spots and smears. There shall be no areas of deterioration or fuzzing to the carpets and rugs as a result of harsh brushing or scrubbing. Cleaned areas of carpets shall be reasonably blended with surrounding carpets.

The Contractor shall coordinate with the Program Manager the times when carpet shall be cleaned/shampooed. The carpet shall be dry before staff occupies the building on the next business day. The Contractor shall take measures to prevent the growth of mold. Moving of duplicating equipment, computer equipment, and similar type electric and electronic equipment is to be coordinated with the Program Manager prior to cleaning of the carpet. Any furnishings moved are to be returned to their original positions.

d. Restrooms, Showers, and Locker Rooms

1. Cleaning

Areas shall be cleaned with a disinfectant cleaner. Fixtures shall maintain a high level of luster and be free of dust, mold, mildew, streaks, and encrustation. Partitions, doors, vents, sills, and walls shall be free of dust, dirt, bodily fluid and waste, and graffiti. Contractor shall maintain an inspection checklist, which must be posted daily in each restroom.

Descaling shall be performed monthly as a minimum and as often as needed to keep areas free of scale, soap films, and other deposits. After descaling, surfaces shall be free from streaks, stains, scale, scum, urine deposits, and rust stains.

2. Dispensers

The Town shall provide dispensers. The Contractor shall replenish supplies and fill dispensers as a standard service. The supplies for the provided dispensers shall be compatible with the dispenser's manufacturer's requirements. Supplies used shall be consistent with the Federal (EPA) Comprehensive Procurement Guideline (CPG) items (<http://www.epa.gov/cpg/about.htm>) . Monies collected from tampon and sanitary napkin dispensers shall be retained by the Contractor who shall provide and replenish the product at their expense.

3. Air Fresheners

The Town shall provide dispensers. Contractor shall be responsible to fill them on an as needed basis.

4. Floors

The quality standard for providing standard service is the same as that described in Article 5.2.

5. Receptacles

The Town shall provide receptacles. The Contractor shall empty, clean, and sanitize sanitary napkin and waste receptacles and replace plastic liners that are torn, work, or contain residue. Sanitary napkin disposal containers shall be lined with new receptacle bags. Disposal of waste shall be treated the same as Blood Borne Pathogens as specified in 29 CFR 1910.1030 (http://www.access.gpo.gov/nara/cfr/waisidx_06/29cfr1910a_06.html).

e. Fixtures

1. Clean and Sanitize

Fixtures and surfaces (washbasins, urinals, modesty panels, toilets, shower stalls, partitions etc.) shall be clean with no dust, spots, soil substances, discoloration, mold, build-up, or excess moisture.

2. Drinking Fountains

All fountains shall be free of dirt, watermarks, and all other debris or encrustation. Drinking fountains shall be sanitized and present a lustrous appearance.

f. Surfaces

1. Horizontal Surfaces

All surfaces shall be free of dust, dirt, oil spots, film, or smudges. Cabinets, tables, and desks with papers, computers, and keyboards shall not be disturbed shall be cleaned without disturbing the items.

2. Metal and Woodwork

Surfaces (including corners, crevices, moldings, ledges, hand rails, grills, doors, door knobs, door frames, kick plates, etc.) shall be free of dust, streaks, spots, hand marks, oil, film, smudges, dirt, soil substances, encrustation, and streaks. Contractor shall use a non-abrasive cleaner.

3. Glass, Mirror, and Bookcase, & Free Standing Light Fixture Cleaning

All glass, clear partitions, mirror surfaces, bookcases, and other glass (within approximately 70" of the floor) shall be clean and free of dirt, dust, streaks, smudges, film, watermarks, spots and grime, and shall not be cloudy. There shall be no water spots on the glass or adjacent fixtures and furniture.

4. Television Screens

All television screens are to be dusted and the screens cleaned with a microfiber cloth and appropriate liquid solution to avoid scratches and streaks.

g. Walls/Room Dividers/Partitions & System Furniture Walls

1. Clean Spots and Marks

Wall surfaces shall be free of smudges, marks, dirt, and spots. Cleaning should not cause discoloration.

h. High Ceilings

1. High Surfaces

Surfaces exceeding 70 inches shall be cleaned free of dirt, dust, and cobwebs. Where glass is present, both sides shall be clean and free of streaks, film, dirt, streaks, and watermarks. This does not include removal of vents, tiles, or fixtures.

i. Trash and Wastebaskets

1. Trash

All trash containers, including restrooms and locker rooms, emptied and the contents removed to a location designated by the Program Manager. Trash containers shall be emptied and kept clean, odor-free, and free of dirt, dust, debris, residue, and spilled material. Plastic liners for all trash, debris containers shall not be torn, worn, or contain residue and shall be replaced as necessary. Boxes, cans, and papers placed near a trash receptacle and marked "TRASH" shall be removed. Trash containers shall be emptied and returned to their initial location.

The Contractor shall notify the Program Manager of any item or material identified by the Environmental Protection Agency (EPA), and State and local regulatory agencies as hazardous waste, or hazardous materials observed in the trash receptacles. Typical prohibited wastes include but are not limited to fluorescent light bulbs, thermostats, thermometers, most chemicals, and batteries as identified in (40 CFR Parts 260-273).

j. Recyclables

1. Collection

The Contractor shall collect recyclable materials from recycling bins and containers located throughout the Facilities to storage at collection areas as designated by the Program Manager. The bins and containers may be located in common areas, hallways, break/kitchen areas, restrooms, vending machine areas, and desk areas.

k. Elevators and Stairways

1. Door Tracks

Tracks shall be clean and free of dirt, debris, built up grime, dust, smudges, and other extraneous matter.

2. Exterior and Interior Car Surfaces

Surfaces shall be clean and free of finger marks, smudges, and spills. All metal surfaces shall be polished to provide a clean high luster and shine. Carpets and floors shall be free of removable spots, dirt, and debris. Floors requiring a finish shall be maintained at a high luster.

3. Exposed Surfaces, Treads, Risers, and Landings

Stairways, entrances, landings, railings, risers, ledges, grills, doors, and surrounding areas shall be free of dirt, dust, litter, and debris.

l. Council Chambers

1. Chambers

Contractor shall ensure that the Council Chambers are cleaned, including the floors, the day prior to regularly scheduled Town Council and Town Committee meetings.

Chairs and tables (if required) will be set up the night before or the day of the regularly scheduled meetings as stipulated in the Work Plan.

2. Dais

The dais must be cleaned and dusted the day of Town Council meetings using products specifically intended for the type of wood surfaces.

m. Window Washing including Plate Glass

1. Cleaning

Windows, including plate glass, shall be cleaned and free of dirt, grime, streaks, and moisture and shall not be cloudy. Window sashes, sills, woodwork, and other surroundings of glass shall be wiped free of drippings and other watermarks. Windows shall be cleaned monthly or more frequently as needed. Cleanings of both sides of the windows shall be coordinated with the COR to maximize cost effective operations. Cleaning frequencies that are above the stated frequency shall be completed Additional Services.

n. Air Conditioners

Air conditioner filters must be changed at least once per month using appropriate sized disposable filters Reusable electro-static filters can also be used with the prior approval of the Program Manager and will require cleaning at least once per month.

o. Blinds and Coverings

1. Dusting of Blinds & Coverings

All blinds and coverings, cord tapes, and valances shall be clean and free of dust and spots. Blinds and coverings that are not operating properly shall be reported to the Program Manager for repair.

2. Washing of Blinds & Coverings

Both sides of blinds and coverings shall be washed monthly or more frequently as needed and coordinated with the Program Manager. Washing frequencies that are above the standard frequency shall be completed on Additional Services.

p. Policing

1. Areas

All building areas shall be free of papers, trash, and other discarded material.

q. Interior Plants

1. Live Plants

Plants shall be free of dust and dead leaves and properly hydrated. Fertilize, prune, and treat for infestation. Any dead or withered plants, due to Contractor's neglect, shall be replaced by the Contractor at no additional expense to the Town.

2. Artificial Plants

Plants shall be free of dust, trash, and debris.

r. Concessions and Snack Areas

Furniture and seating areas, snack areas, and vending machine area) shall be clean, sanitized, and free of spillages, food crumbs, spots, smudges, marks, and soil. Floors shall be maintained in accordance to the floor care stated above. The interior of refrigerators is not the responsibility of the Contractor.

s. General Spot Cleaning.

Perform spot cleaning on a continual basis. Spot cleaning includes, but is not limited to removing, or cleaning smudges, fingerprints, marks, streaks, spills, etc., from washable surfaces of all walls, partitions, vents, grillwork, doors, door guards, door handles, pushbars, kickplates, light switches, temperature controls, and fixtures. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots, and other evidence of soil.

All horizontal surfaces must be dusted or cleaned to eliminate dust collection.

t. Miscellaneous Requirements

1. Lights and faucets shall only be used in areas where and when the work is actually being performed.
2. The workers will not adjust mechanical equipment controls for ventilation and air conditioning systems.
3. Participate in building fire, emergency and generator drills.

4. Report fires, hazardous conditions, and items in need of repair; e.g. inoperative lights, broken windows or doors, torn carpets, leaking sinks, urinals or commodes, dead trees or shrubs, etc., to the Project Manager or Facility Manager.
5. If applicable, lock rooms after cleaning and return keys to designated office.
6. Turn in lost and found articles to the Project Manager or Facility Manager.
7. Notify Project Manager of any observed hazardous materials in trash or recycling receptacles.
8. Raise, lower, and half-staff the United States Flag, pennants, and other flags when directed by the Project Manager or Facility Manager.
9. Report any apparent bug infestation to the Project Manager or Facility Manager.
10. Set up tables, chairs, and facility furniture in accordance to Town needs for events, meetings, and programs.
11. Open/Close facilities, when necessary, as directed by the Town.

5.3 Exterior

1. Windows & Canopies Washing

Windows, including plate glass, shall be cleaned and free of dirt, grime, streaks, and moisture and shall not be cloudy. Window sashes, sills, woodwork, and other surroundings of glass shall be wiped free of drippings and other watermarks. Windows shall be cleaned once per month, or as needed. Cleanings of both sides of the windows shall be coordinated with the COR to maximize cost effective operations. Cleaning frequencies that are above the stated frequency shall be completed Additional Services.

b. Canopies

1. Cleaning

All canopies and anything affixed to, or included in the surfaces of canopies shall be clean and free of all dirt, dust, cobwebs, nests, bird excrement, trash, and debris.

c. Hard Surface Areas

1. Cleaning

All areas (sidewalks, exercise trails, brick areas, hard surfaces, parking areas, platforms, driveways, ramps, lanes, etc.) shall be clean and free of dirt, debris, gum, litter, gravel, weeds, oil, and grease. No residual dirt shall remain after the removal of the debris. Spill residue and clean-up materials shall be disposed in accordance with the Environmental Protection Agency (EPA), and State and local regulatory agency requirements.

d. Signs, Artwork, and Vending Machines

Surfaces shall be clean, with no dirt, dust, residue, streaks, spots, soil substances, discoloration or cloth streaks. Spill residue and clean-up materials used shall be disposed of properly. Graffiti shall be reported to the Program Manager.

1. Cleaning

Surfaces shall be clean, with no dirt, dust, residue, streaks, spots, soil substances, discoloration, or cloth streaks. Spill residue and clean-up materials used shall be disposed of properly.

2. Cleaning of Art in Public Places Artwork

In addition to the cleaning required in d.1. above the Contractor, depending on the type of art work shall polish or take other necessary action to ensure that the art work is properly cleaned using non-abrasive cleaners.

e. Parking Lots

1. Cleaning

Areas shall be cleaned and free of dirt, water, streaks, mop marks, and oil spill(s). Spill residue and clean-up materials shall be disposed in accordance with the Environmental Protection Agency (EPA), and State and local regulatory agency requirements.

f. Policing Outside Area

1. Policing

All steps and stairs, entrances, sidewalks, landings, fence lines, hand rails, door knobs, and ledges, shall be policed on a daily basis and include removal excrement. All excrement shall be cleaned while following established safety precautions as outlined in the Center of Disease Control protocols. Knowledge of cautionary requirements in cleaning areas contaminated by avian pest excrement is required. The Contractor shall fully train all employees designated to perform these services in accordance with OSHA standards. Excrement includes, but is not limited to dog, avian, rodent, and human.

g. BBQs

BBQs shall be clean of all charcoal residue, including ash, kept clean, and red or cigarette/cigar butts, debris, residue, and spilled material, including food. Grates must also be cleaned and scraped to remove residue and food particles.

h. Picnic and Seating Areas

Wipe down all picnic tables and seats, picnic benches, and other fixtures with disinfectant daily. Remove any staples, tape, and party decorations weekly. Remove cobwebs, insect nets.

i. Basketball and Tennis Courts

All debris and loose materials shall be removed, courts are to swept or vacuumed, and all standing (ponding) water removed.

j. Trash and Dog Waste Receptacles

Empty all trash and wipe down lids/bins. Plastic liners for all trash, debris containers shall not be torn, worn, or contain residue and shall be replaced as necessary. Clean with bleach as necessary to remove odors.

k. Outdoor Play/Exercise Equipment and Areas

1. Clean all rubberized areas and maintain free of sand. Clean all playground safety surfaces with a disinfectant. Disinfectant shall be biodegradable, non-harmful to humans, animal and must be environmentally sensitive with organic, natural, non-toxic ingredients and botanical extracts.
2. Rake and remove weeds, all leaves, sticks, twigs, litter or any foreign object found in the rubberized and engineered wood fiber playground safety surface material.
3. Wipe down all playground and exercise equipment, including swing seats. Remove any cobwebs or insect nests.
4. Inspect playground safety surface material and equipment for damage and report any findings to the Program Manager.

l. Bridge, Pier/Marina and Aquatic Pond Areas

1. Wipe down all bridge, marina, and pier hand railings and keep the surfaces free of loose debris, grime and other foreign substances.

m. Signage

1. Clean to remove foreign matter and make sure signs are visible. Report any graffiti to the Program Manager.

n. Exterior Landscape Fixtures and Monuments

1. Clean to remove foreign matter. Report any graffiti to the Program Manager.

o. Baseball Dugouts

1. Wipe down seating areas and remove any loose debris. Remove any cobwebs or insect nests needed

5.4 Trash and Waste Disposal

A separate Town contracted trash removal company shall haul all solid waste, recyclable, and non-recyclable trash from the premises to an approved solid waste disposal facility. Contractor shall collect and transport all solid waste, trash, and debris to designated location(s) at the Facilities for removal from the premises. Holding areas for trash and solid waste accumulation will be identified by the Program Manager. All such materials shall be emptied into the appropriate container(s) with no overflow of these materials in the area around the container(s). The overflow of materials from containers and dumpsters shall be picked up by the Contractor from the ground and floor area of the waste removal equipment. The custodial Contractor shall immediately report to the Program Manager any spillage of fluids, such as oil or grease, at the collection site.

5.5 Additional Services

Work requested by the Program Manager that exceeds those established in the PWS, including any increased frequency in any specified cycles of cleaning shall be considered Additional Services and shall be issued in writing via a Work Order. Such work may be issued based on the hourly rates established in the Contract or may be negotiated between the Program Manager and the Contractor, which should typically be based on a cost per square foot, per item basis, or task basis depending on the nature of the work. The Town reserves the right to obtain services from other sources if determined that prices are not found to be fair and reasonable, based on competitive fair market prices.

5.6 Service Calls

Contractor shall provide adequate staff to respond to service calls during regularly schedule operating hours, as stated in Article 4.4, and during the Contractor's regular cleaning schedule. Contractor shall detail in its Work Plan how it will monitor and respond to service calls. Service calls shall be monitored and satisfactorily responded to in a timely manner. Contractor shall include a method of recording service calls, the time to complete the service call, and the corrective action taken. These records shall be made available for review by the Program Manager. The costs of all service calls during regularly schedule operating hours, as stated in Article 4.4 are included in the Contractor's monthly costs for the Facilities. The Contractor shall respond to ALL Service Call requests (custodial issues, moving, arranging, and rearranging furniture, special event support, etc.) using the procedures outlined in the Work Plan. Service calls that the Program Manager determines to be urgent (spilled water in traffic areas, lack of toilet supplies, etc.) shall be handled immediately.

5.7 Task Frequency

The Contractors monthly costs per Facility are based on performing the following minimum task frequency to meet the stated Performance Standards. Should the Town determine that the task frequency can or need to be revised such changes shall be done in accordance with Article 3.19. The monthly costs shall be adjusted as necessary to reflect in any increase or decrease in the task frequency.

Frequency	Abbreviation
Daily	D
Weekly	W
Monthly	M
Quarterly	Q
Semi Annual	SA
As Needed (D, W, M, Q) i.e. A/D	D/A, W/A etc.
Work Order Required	WO

Upon Request	UR
Not Applicable	NA

INDOOR AREAS

Public Areas

Task	Frequency
Dust mop and damp mop	D/A
Spot clean carpet	W/A
Clean/sanitize water fountains	D
Clean Lobby and hallway furniture	D
Spot clean lobbies, atriums, vending areas, furniture and table tops	D/A
Vacuum & clean floor mats & area rugs	M/A
Reset moved lobby and hallway furniture	D
Clean vending machine areas	W/A
Empty waste containers	D
Replace/clean air conditioning filters	M/A
Spot clean walls, doors, partitions/dividers & system furniture walls	M/A
Spray buff floors	W
Dust flat surfaces	W/A
Clean/pick-up trash containers, recycling bins/containers,, and planters/plant pots	W/A
Dust vents, doors, wall, & ceilings (8 ft.)	W/A
Interim floor care	Q/A
Strip and refinish/polish floors	A
TV Screens	W/A

Staircases/Stairwells

Task	Frequency
Sweep/dust mop steps and landings	D/A
Damp mop steps and landings	W
Spot clean walls and doors	W
Dust flat surfaces	W
Damp wipe hand rails	W
Interim floor care	Q/A
Dust vents and any exposed pipes	M
Strip and refinish landings	A

Office Areas

Task	Frequency
Vacuum carpet and straighten furniture	D/A
Spot clean carpets	W
Dust mop & damp mop tile floors	D/A
Empty waste containers	D
Spot clean walls & doors	W/A
Dust furniture, fixtures, & flat surfaces	W/A
Clean trash containers	W/A
Dust vents, doors & ceilings (8 ft.)	Q
Dust blinds	M/A
Wash Blinds	WO
Deep clean (extraction) carpet cleaning	S/A
Spray buff tile floors	W/A
Strip, wax floors	A
TV Screens	W/A
Replace/clean air conditioning filters	M/A

Conference Rooms

Task	Frequency
Vacuum carpet and straighten furniture	D/A
Spot clean carpets	W
Dust mop & damp mop tile floors	D/A
Empty waste containers	D
Spot clean walls & doors	W/A
Dust furniture, fixtures, & flat surfaces	W/A
Clean trash containers	W/A
Dust vents, doors & ceilings (8 ft.)	Q
Dust blinds	A/M
Wash Blinds	WO
Deep clean (extraction) carpet cleaning	S/A
Spray buff tile floors	W/A
Strip, wax floors	A

Kitchen/Kitchenette

Task	Frequency
Dust mop & damp mop tile floors	D/A
Empty waste containers	D
Spot clean walls & doors	W/A
Dust furniture, fixtures, & flat surfaces	W/A
Clean trash containers	W/A
Dust vents, doors & ceilings (8 ft.)	Q
Dust blinds	M/A
Wash Blinds	WO
Clean and polish sink areas	W/A
Spray buff tile floors	W/A
Strip, wax floors	A
Clean interior & exterior of refrigerators	M
Clean interior & exterior of microwave ovens	W
Clean kitchen fixtures	M

Council Chambers

Task	Frequency
Dust mop and damp mop	W/A
Spot clean carpet	W/A
Clean room furniture	D
Spot clean furniture and table tops	W/A
Reset moved furniture	D/A
Empty waste containers	D/A
Spot clean walls and doors	W
Spray buff floors	M
Dust flat surfaces	W/A
Clean/pick-up trash containers, recycling bins/containers,, and planters/plant pots	W/A
Dust vents, doors, wall, & ceilings (8 ft.)	W/A
Interim floor care	A
Strip and refinish/polish floors	A
Clean & dust free-standing light fixtures	W
Clean & dust TVs/electronic equipment	W

Indoor Activity Rooms

Task	Frequency
Dust mop and damp mop	D/A
Spot clean carpet	W/A
Clean/sanitize water fountains	D
Clean room furniture	D
Empty waste containers	D/A
Spot clean walls and doors	W
Spray buff floors	W
Dust flat surfaces	W/A
Clean/pick-up trash containers, recycling bins/containers,, and planters/plant pots	W/A
Dust vents, doors, wall, & ceilings (8 ft.)	W/A
Interim floor care	Q/A
Strip and refinish/polish floors	A
Clean room dividers and partitions	M
Clean & dust free-standing light fixtures	M
Clean & dust TVs/electronic equipment	W

Elevator

Task	Frequency
Dust mop & damp mop tile floor	D
Spot clean floor	D
Dust/clean walls	D
Clean entrance doors & walls. Remove graffiti	D
Polish bright metal surfaces including doors	W
Dust vents/ceiling	W/A
Clean door tracks	W/A

Restrooms/Shower

Task	Frequency
Clean/disinfect urinals, toilet bowls & descale as needed	D
Clean/disinfect shower areas, descale & remove mildew as necessary	D
Clean partitions and doors	D/A
Clean sinks and counter tops	D
Clean mirrors	D
Clean dispensers	D
Restock soap & paper supplies	D
Clean/Disinfect floors	D
Machine scrub floors	Q
Empty trash containers	D
Spot clean walls and doors	D/A
Dust vents/doors & ceilings (8 ft.)	M/A
Clean Grout in tile areas	Q
Pour water in floor drains to check for clogging	W/A

Locker Rooms

Task	Frequency
Clean/disinfect floors	D
Clean locker room	D
Clean/disinfect bench seating	D/A
Dust vents/doors & ceilings (8 ft.)	M/A
Clean mirrors	D
Clean dispensers	D
Restock soap & paper supplies	D
Empty trash containers	D

OUTDOOR AREAS

Building Exterior

Task	Frequency
Clean exterior window (excluding glass doors)	SA/A
Clean exterior glass in exit & entry doors	W/A
Clean canopies	SA/A
Vacuum & clean floor/entrance mats	M/A

Signs, Artwork & Vending Machines

Task	Frequency
Clean signs and vending machines	W
Clean art work (polish if required)	M

Parking Lots, Outside Hard Surface Areas, Light Fixtures

Task	Frequency
Clean parking lots	W/A
Clean outside areas (steps, stairs, entrances, landings, ledges, sidewalks, trails, etc.	W/A

Wipe down signage & monument lighting	W
---------------------------------------	---

Excrement Removal

Task	Frequency
Remove excrement and clean area	D/A
Remove avian excrement and clean area	W/A

BBQ and Picnic Areas

Task	Frequency
Clean BBQs	W
Wipe down, & disinfect Picnic & Seating Areas	D
Remove staples, tape & party decorations	W
Remove cobwebs, and insect nests	D

Exercise Areas and Equipment

Task	Frequency
Clean rubberized/playground surfaces areas	W/A
Disinfect rubberized/playground surfaces areas	M/A
Rake rubberized/playground safety material	A
Wipe down playground/exercise equipment	W
Remove cobwebs or insect nests	A

Basketball Courts/Tennis Courts/Baseball Dugouts

Task	Frequency
Clean & remove excess water	D/A
Remove ponding water	A
Clean glass basketball hoop backboards	W
Clean dugouts	W

Remove cobwebs and insect nests	A
---------------------------------	---

Trash/Dog Waste Receptacles

Task	Frequency
Empty & clean receptacles	Twice Daily
Clean with bleach	A

Bridge, Pier/Marina and Aquatic Pond Areas

Task	Frequency
Remove exposed litter/debris in pond areas	A
Clean hand railings & surfaces	W

Other

Task	Frequency
Clean/sanitize water fountains	D
Sweep, dust mop, damp mop, exterior floors, hallways, corridors	D/A
Sweep parking lot areas	D
Clean and wipe down fence line areas	M/A
Spot clean walls and doors	W
Daily spot-check Town owned pond areas and remove exposed litter/debris; wipe down all bridge, marina and pier hand railings and keep them free of loose debris.	W/A
Clean/pick-up interior trash containers, recycling bins/containers,, and planters/plant pots	D/A
Wipe down signage to maintain visibility	W/A
Wipe down exterior landscape/monument light fixtures	W/A
Clean/Sanitize outdoor seating areas	W/A

SECTION 6

BID FORM

Bid submittal of _____
(Name of Bidder)

(Address)

Submitted on: _____
(Date)

to furnish all Work as stated in the ITB and Contract Documents for the

**Custodial Service for Neighborhood & Pocket Parks
Bid No: 2013-01**

To: Town of Miami Lakes, Florida
Attn: Town Clerk
Town Hall
15150 NW 79th Court
Miami Lakes, Florida 33016

The undersigned, as Bidder, hereby declares that the only person or persons interested in this Bid, as principal(s) are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into or which the Work pertains; that this Bid is made without connection with any other person, company, firm, or parties making a Bid; and that the Bid is, in all respects, made fairly and in good faith without collusion or fraud.

The Bidder further declares that it has examined the geographic location(s) of the Work, performed sufficient investigations, and informed itself fully of the suitability of the Work and all conditions pertaining to the place where the Work is to be done; that it has examined the ITB and all of the Contract Documents and all addenda thereto issued prior to Bid opening, as acknowledged in its Bid; and that it has satisfied itself about the Work to be performed; and that it has submitted the Bid Guaranty, if required; and all other required information with the Bid; and that this Bid is submitted voluntarily and willingly.

The Bidder had determined based on its business and profession expertise that the Work can be performed and completed in accordance with the Contract Documents.

The Bidder agrees, if this Bid is accepted, to timely execute a contract with the Town, pursuant to the terms and conditions of the Contract Documents and to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to complete the Work.

The Bidder also agrees to furnish the required Certificate(s) of Insurance.

The undersigned further agrees that the Bid guaranty, if required, accompanying the Bid shall be forfeited if Bidder fails to execute said Contract, or fails to furnish the required Performance Bond, if required by the Contract Documents, or fails to furnish the required Certificate(s) of Insurance within fifteen (15) calendar days after being notified of the award of the Contract.

In the event of arithmetical errors, the Bidder agrees that these errors are errors which may be corrected by the Town. In the event of a discrepancy between the price Bid in figures and the price Bid in words, the price in figures shall govern. Bidder agrees that any unit price listed in the Bid is to be multiplied by the stated quantity requirements in order to arrive at the extended value and the unit price shall prevail over the extended value.

Item No.	Location	Monthly Cost	Two Year Total
1	Government Center	\$	\$
2	Miami Lakes Picnic Park West	\$	\$
3	Miami Lakes Picnic Park East	\$	\$
4	Royal Oaks Park		
5	Miami Lakes Optimist Park		

TOTAL BID AMOUNT \$_____

Additional/Emergency Service (Article 4.15)

Additional/Emergency Services inclusive of all required supplies and equipment.

Supervisor \$_____per man hour

Worker \$_____per man hour

Firm's Name: _____

Signature: _____

Printed Name/Title: _____

Town/State/Zip: _____

Telephone No.: _____

E-Mail Address: _____

Social Security No. or F.E.I.N. No.: _____

ADDENDUM ACKNOWLEDGEMENT FORM

Part I: Listed below are the dates of issue for each Addendum received in connection with this Bid:

Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____

_____ No Addendum issued for this ITB

Firm's Name: _____

Signature: _____

Printed Name/Title: _____

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a corporation organized and existing under the laws of the State of _____, held on the ____ day of _____, _____, a resolution was duly passed and adopted authorizing (Name) _____ as (Title) _____ of the corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Secretary: _____

Print: _____

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a partnership organized and existing under the laws of the State of _____, held on the ____ day of _____, _____, a resolution was duly passed and adopted authorizing (Name) _____ as (Title) _____ of the to execute bids on behalf of the partnership and provides that his/her execution thereof, attested by a partner, shall be the official act and deed of the partnership.

I further certify that said partnership agreement remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Partner: _____

Print: _____

**CERTIFICATE OF AUTHORITY
IF JOINT VENTURE)**

Joint ventures must submit their joint venture agreement indicating that the person signing this Bid is authorized to sign Bid documents on behalf of the joint venture and submit the appropriate Certificate of Authority (corporate, partnership, or individual).

**CERTIFICATE OF AUTHORITY
(IF INDIVIDUAL)**

I HEREBY CERTIFY that, I (Name) _____, individually and doing business as (d/b/a) _____ (If Applicable) have executed and am bound by the terms of the Bid to which this attestation is attached.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Signed: _____

Print: _____

NOTARIZATION

STATE OF _____)

_____) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who (did / did not) take an oath.

SIGNATURE OF NOTARY PUBLIC
STATE OF FLORIDA

PRINTED, STAMPED OR TYPED
NAME OF NOTARY PUBLIC

SECTION 7
BID FORM ATTACHMENTS

QUESTIONNAIRE

This Questionnaire ***must*** be submitted with the Bid, The Town may, at its sole discretion, require that the Bidder submit ***additional*** information not included in the Questionnaire. Such information must be submitted within seven (7) Calendar Days of the Town's request. Failure to submit the Questionnaire or additional information upon request by the Town shall result in the rejection of the Bid as Non-Responsive. Additional pages may be used following the same format and numbering. Some Information may not be applicable apply. In such instances insert "N/A".

By submitting its Bid, the Bidder certifies the truth and accuracy of all information contained herein.

A. Business Information

1. How many years has your company been in business under its current name and ownership?*

a. Professional Licenses/Certifications (include name and number)* Issuance Date

(*include active certifications of small or disadvantage business & name of certifying entity)

b. Date company licensed by the State of Florida or Miami-Dade County: _____

c. State and Date of Incorporation: _____

c. What is your primary business? _____

(This answer should be specific)

2. Name and Licenses (if any) of any prior companies

Name of Company	License No.	Issuance Date
-----------------	-------------	---------------

3. Type of Company:

☐ Corporation ☐ "S" Corporation ☐ LLC ☐ Sole Proprietorship ☐ Other: _____

(Corporations will be required to provide a copy of their corporate resolution prior to executing a contract)

4. Company Ownership

a. identify all owners of the company

Name	Title	% of ownership
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

b . Is any owner identified above an owner in another company? ☐ Yes ☐ No
 If yes, identify the name of the owner, other company names, and % ownership

c. Identify all individuals authorized to sign for the company, indicating the level of their authority (check applicable boxes and for other provide specific levels of authority)

Name	Title	Signatory Authority			
		All	Cost	No-Cost	Other
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explanation for Other: _____

5. Employee Information

Total No. of Employees: _____ Number of Managerial/Admin. Employees: _____

Total No. of Supervisors: _____ Total Number of Full Time Cleaning Personnel: _____

Total Number of Part Time Cleaning Personnel: _____

6. Has any owner or employee of the company ever been convicted of a federal offense or moral turpitude? If yes, please explain:

7. Insurance Information

a. Insurance Carrier name & address: _____

b. Insurance Contact Name, telephone, & e-mail: _____

c. Insurance Experience Modification Rating (EMR): _____
(if no EMR rating please explain why)

d. Number of Insurance Claims paid out in last 5 years & value: _____

8. Have any claims lawsuits been file against your company in the past 5 years, If yes, identify all where your company has either settle or an adverse judgment has been issued against your company. Identify the year basis for the claim or judgment & settlement unless the value of the settlement is covered by a written confidentiality agreement.

9. To the best of your knowledge is your company or any officers of your company currently under investigation by any law enforcement agency or public entity. If yes, provide details:

10. Has your company been assessed liquidated damages or defaulted on a contract in the past five (5) years? ☐ Yes ☐ No (If yes, provide an attachment that provides an explanation of the contract and an explanation.

11. Has your company been cited for any OSHA violations in the past five (5) years? If yes, please provide an attachment including all details on each citation, ☐ Yes ☐ No

13. Provide an attachment listing of all equipment that your company does not own but plans to rent, lease, or borrow for the performance of the Work

B. Contract Management

1. Contract Manager:

a. Name: _____

b. Years with Company: _____

c. Number of Years as a Contract Manager with the Company: _____

d. Last 3 contracts with the company including role, scope of work, & value of contract:

2. Field Supervisor for this contract:

a. Name: _____

b. Years with Company: _____

c. Number of Years as a Supervisor with the Company: _____

d. Last 3 contracts with the company including role, scope of work, & value of contract:

3. Equipment:

a. Provide a list of equipment owned that will be used under the Contract, if awarded.

b. Provide a list of additional equipment Bidder will rent, lease or borrow if awarded the Contract.

C. Current and Prior Experience:

1. Current Experience including current under contracts, recently awarded, or pending award (Provide an attachment to this questionnaire that lists all such contracts, including the owner's name, title and value of contracts, scope of contracts, projected or actual start date, projected completion date.
2. Prior contracts of a similar size, scope, and complexity: Provide an attachment to this Questionnaire that includes contracts the Bidder considers of a similar, size, scope and complexity that the Town should consider in determining the Bidder's responsiveness and responsibility. This attachment must include the contracts that meet the minimum number of contracts identified by the ITB. Information provided must include the owner's name , address and contract person, including telephone & e-mail, title of contract, location of contract, scope, initial value and final value of the contract, projected and final timeframes for completion in calendar days. A reference letter is to be completed by the owner of the contract and submitted as part of the Bid submission.

D. Bidder's References

Bidders are to include a minimum of five (5) references from contracts or contracts listed in C.2 above. The attached form is to be used and is to be included with the Bid submission. The Town, at its sole discretion may allow the Bidder to submit the references after the specified date for Bid submission.



15150 NW 79th Court, Suite 185 • Miami Lakes, Florida, 33016

Office: (305) 364-6100 • Fax: (305) 558-8511

Website: www.miamilakes-fl.gov

To Whom it May Concern

Subject: Reference Letter for Bid No. 2013-01

Name of Bidder: _____

The above referenced contractor is submitting on a bid solicitation that has been issued by the Town. We require that the Bidder provide written references with their Bid submission and by providing you with this document the Contractor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Title of Contract:

Scope of work: _____

Value of Contract \$ _____ Is contract active or expired? ☐ Active ☐ Expired

Was the work performed timely: ☐ Yes ☐ No

Was the work performed to acceptable quality standards? ☐ Yes ☐ No

Would you enter into a contract with the Contractor in the future? ☐ Yes ☐ No

If not to either of the above please provide details:

Comments:

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of individual completing this form: _____ Date: _____

Signature: _____ Title: _____

Telephone: _____ E-mail: _____

Sincerely,

Gary Fabrikant
Procurement Manager

Exhibit B

Liquidated Damages/Administrative Charges

Charges For Non Performance Of Task

TASK	AMOUNT
Cleaning and polishing fountains and other stainless steel furniture/fixtures	\$25.00/ea.
Cleaning bottom of cascade	\$200.00/incident
Cleaning compactor area	\$50.00/incident
Cleaning computers	\$25.00/ea.
Cleaning and disinfecting drinking fountains	\$10.00/fountain
Cleaning entrance mats	\$10.00/mat
Cleaning interior & exterior of glass doors and windows	\$50.00/occurrence
Cleaning glass enclosed cases	\$25.00/case
Cleaning air diffusers or grills	\$25.00/ea.
Change or clean air-conditioning filters	\$20.00 each
Cleaning floor drains	\$25.00/drain
Cleaning sinks	\$25.00/ea.
Cleaning, disinfecting, or descaling of wash basins, toilets, or urinals	\$50.00/item
Cleaning, sweeping or hosing exterior floors	\$50.00/area
Dusting as specified	\$10.00/furniture item
Emptying recycling bin	\$20.00 ea. per day
Emptying trash receptacles	\$20.00 per receptacle
Replacing light bulbs	\$15.00 each
Rearranging furniture as required	\$100.00/occurrence
Remove cobwebs & insect nests	\$20.00 each
Remove carpet stain	\$50.00/area per day \$100.00/corridor or common area
Removing chewing gum	\$50.00/area
Removing scrubbing debris from baseboards	\$100.00/occurrence
Sweep, dust mop floors	\$50.00 per office or room per day \$100 per pavilion, walkway or corridor/lobby
Improper disposal of hazardous waste	\$15.00/item/day
Use of non-authorized chemicals	\$10.00 per day
Malfunctioning/missing equipment	\$25.00 ea. per day
Supervisor not on site on July 4th	\$30.00 per hour
Failure to sign bathroom inspection sheet	\$10.00 per occurrence

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF MIAMI-DADE }

SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20____

Notary Public, State of Florida

(Printed Name)

My commission expires: _____

NON-COLLUSIVE AFFIDAVIT

State of _____ }
 _____ } SS:
 County of _____ }

_____ being first duly sworn, deposes and says that:

a) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Bidder that has submitted the attached Proposal;

b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

c) Such Proposal is genuine and is not collusive or a sham Proposal;

d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

e) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, **owners, employees or parties in interest, including this affiant.**

Signed, sealed and delivered in the presence of:

Witness

By: _____

Witness

(Printed Name)

(Title)

NON-COLLUSIVE AFFIDAVIT (CONTINUED)

ACKNOWLEDGMENT

State of _____)
 _____) SS:
 County of _____)

BEFORE ME, the undersigned authority, personally appeared _____ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that ____executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this ____ day of _____, ____.

My Commission Expires:

Notary Public State of Florida at Large

SWORN STATEMENT ON PUBLIC ENTITY CRIMES

SECTION 287.133(3)(a), FLORIDA STATUTES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Town of Miami Lakes

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand than an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one

person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO

UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature of Entity Submitting Sworn Statement

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____

OR produced identification _____ Notary Public – State of _____

(type of identification)

My commission expires _____

(Printed, typed or stamped commissioned
name notary public)

END OF SECTION

SECTION 8
CONTRACT EXECUTION FORM

This Contract _____ (contract number) made this ____ day of _____ in the year **2013** in the amount of \$_____ by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and _____ (name of Contractor)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Attest:

TOWN OF MIAMI LAKES

By: _____
Marjorie Tejeda, Town Clerk

By: _____
Alex Rey, Town Manager

By: _____
Town Attorney

Signed, sealed and witnessed in the presence of:

As to the Contractor:

(Contractor's Name)

By: _____

By: _____

Name: _____

Title: _____

(*) In the event that the Contractor is a corporation, there shall be attached the original of the corporate resolution in the form contained in this Section, of the board of the corporation, authorizing the officer who signs the Contract to do so in its behalf.

CORPORATE RESOLUTION

WHEREAS, _____, Inc. desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the contract to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the _____,
(type title of officer)

_____, is hereby authorized
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed contract to which this resolution is attached and to execute the corresponding performance bond.

DATED this _____ day of _____, 20_____.

Corporate Secretary

(Corporate Seal)

Appendix A

Contract Deliverables

The below table is provided as a guide to restate the items considered deliverables under the terms and conditions of the Contract; it is not an exhaustive list. Unless otherwise specified, the Contractor shall submit the items to the Project Manager by the "Required Date" specified. The Contractor is not relieved from "delivery" of items not included in the above schedule, but specified elsewhere in this Contract.

ARTICLE NO	TITLE/DESCRIPTION	REQUIRED DELIVERY
Article 4.9	Green Cleaning Plan (GCP)	14 days after contract execution & updated based on any changes
4.10	Work Plan (WP)	14 days after Contract execution & 60 days prior to the start of each subsequent 12 month period
4.11	Annual Execution Plan (AEP)	14 days after Contract execution & 60 days prior to the start of each subsequent 12 month period.
4.12	Quality Control Plan (QCP)	14 days after Contract execution
4.13	Cleaning Schedule (CS)	Initial CS with the WP
4.14	Monthly Reports	With each invoice
4.15	Emergency Response Plan	30 days after Contract execution
4.17(b&c)	Contact Information for Field Supervisor & Contract Manager	5 days after execution of the Contract
4.17(d)	Personnel List	14 days after Contract execution.
	QCP Reports	Monthly

Appendix B

Quality Assurance Surveillance Plan

Note: This Quality Assurance Surveillance Plan (“QASP”) is provided for information purposes only and does not need to be addressed in the Proposer’s Submittal.

1. Purpose

The QASP has been developed and designed to aid the Town in providing effective and systematic surveillance of all aspects of the Custodial (Services) required by the Contract. The QASP is provided for information only and may be changed at any time by the Town. This QASP provides for monitoring all contract requirements through a combination of the following methods:

- a. Scheduled Inspections
- b. Unscheduled Inspections
- c. Validation of Employee Complaints
- d. Validated Customer/Resident Complaints

Contractor has developed a Quality Control Plan (QCP), as required by the Contract, which establishes procedures and responsibilities for controlling the quality of Work to be performed. The Contractor is solely responsible for the implementation of the QCP.

2. Objective

The objective of the QASP is to provide detail on how the Town will inspect and evaluate the Contractor's performance in key areas and provide feedback to the Contractor. The Town is primarily interested in both timeliness and quality of performance. The QASP will focus on the level of performance required by the Performance Work Statement (“PWS”), rather than the methodology used by the Contractor to achieve performance standards. The principal method of surveillance will be by scheduled and unscheduled inspections of selected tasks. At which time a Surveillance Activity Checklists (“SAC”) typically will be completed.

3. Purpose of Inspections

The primary purpose of inspecting the Work is to ensure compliance with the PWS and the Contract Documents; documented through the completions of a SAC recording the results of all inspections conducted; following through to assure that all defects or omissions are corrected; conferring with representatives of the Contractor regarding any problems encountered in the performance of the Work.

4. Use of QASP

- a. The Project Manager and Inspector(s) will use the QASP for:
 - 1) As the basis for documentation of inspections as outlined in the surveillance plan.
 - 2) Ensure that adequate inspections are made to determine that Contractor is providing Services in accordance with the Contract Documents and the Performance Standards.
 - 3) Select Tasks, Sites, and times for inspection to ensure that all tasks and Sites of Work are periodically inspected.
- b. Inspection checklists will be used to record information on observations and Defects. Each Defect observed will typically be recorded on the SAC. The Contractor will be notified

within twenty-four (24) hours of finding of Defect(s) and provided a copy of the SAC. In other instances the Project Manager or Inspector may notify the Contractor of the Defect(s) by email. The SACs or emails will then become a formal record for later reference. Inspection results will be compared to the PWS required for the Task. Any Defects detected during the course of an inspection, even if not of sufficient degree to render the Work unsatisfactory in terms of meeting the PWS, requires corrective action by the Contractor, if appropriate or possible. Specifics concerning any Defects will be recorded in the "Remarks" area of the SAC(s) or email. At any scheduled inspection the Contractor is required to attend the Contractor's representative will be asked to initial the inspection report.

- c. The Town may receive employee or customer/resident complaints about the quality of the Work. Complaints will be validated by the Project Manager or Inspectors, to the extent feasible, to ensure the Work was required and if the Performance Standard(s) has been met. If the validation reflects that the Performance Standards have not been met the Project Manager or Inspector shall complete an inspection report or notify the Contractor of the Defect(s).

5. Site Inspections

Each individual Site identified in the Contract will to be periodically inspected and evaluated separately, with an inspection report prepared for each inspection and evaluation. Sites will not be combined to determine if the combined Sites meet the Performance Standard(s).

6. Evaluation Procedures

- a. Unscheduled Inspections: The Project Manager or Inspector will visit and observe Site(s) anytime the Project Manager or Inspector so to evaluate Work performance. These inspections should, where possible, occur during or shortly after Contractor's performance. Results of each inspection should be documented on a SAC. A "Satisfactory" or "Unsatisfactory" will be assigned to each Task inspected based on the Performance Standards. A brief description of observed Defects or actions that should be taken will be recorded, if appropriate. An "Unsatisfactory" rating should, where possible, require Contractor's re-performance of the Work where possible. The SAC should also reflect if documented deficiencies were corrected and the processes implemented to ensure recurrence of the deficiency is prevented.
- b. Scheduled Inspections: The Project Manager or Inspector schedule a date and time with the Contractor to visit to evaluate Work performance. This inspection should occur during or shortly after contractor performance or correction of Defects from a previous inspection. Results of each inspection will be documented on a SAC. A "Satisfactory" or "Unsatisfactory" will be assigned to each Task inspected based on the Performance Standards. A brief description of observed Defects or actions that should be taken will be recorded, if appropriate. An "Unsatisfactory" rating should, where possible require Contractor's re-performance of the Work where possible. The SAC should also reflect if documented deficiencies were corrected and the processes implemented to ensure recurrence of the deficiency is prevented. The Contractor's representative shall be required to initial the SAC.
- c. Validated Employee, Customer and Resident Complaints: Employee, Customer and Resident complaints, if applicable, will be used as added documentation to supplement

unscheduled inspections. The Project Manager or Inspector will record and attempt to validate each customer complaint received. Only complaints validated by the Project Manager or Inspector will be documented on an SAC or in an email to the Contractor.

- d. Service Call Documentation: This method of surveillance will provide information to the Project Manager such as, identification of the types of service calls received, the frequencies, the corrective action taken, timeliness of completion, and any other pertinent data.

7. Analysis of Results

- a. Within 24 hours of an inspection by the Project Manager or Inspector, copies of the SAC documenting the Defect(s) will be provided to the Contractor. The notification should advise the Contractor that they have two (2) days to correct the Defects. Performance defects represent a loss in value to the Town and are subject to payment reductions. Refer Contractor to Exhibit B of the Contract Documents.
- b. At the end of the Mowing Cycle the Project Manager will compare the Site Defects against the Performance Standards for the Tasks completed at the Site to determine if any reductions in payment should be assessed as well determine if any other action should be taken, such as increased frequency of inspections.
- c. Payment reductions will be taken in accordance with Article 4.20 of the Contract Documents.